

BURLINGTON COUNTY SUPERIOR  
COURT

DECEMBER 30, 2020

**FILED**

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street, 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for Plaintiffs

By: Garen Gazaryan, (ID No. 070262013)  
Deputy Attorney General, (609) 376-2965  
Donna J. Dorgan, (ID No. 013451994)  
Deputy Attorney General, (973) 648-7819

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, BURLINGTON COUNTY  
DOCKET NO. BUR-**C-92-20**

GURBIR S. GREWAL, Attorney General of the State of New Jersey, PAUL R. RODRÍGUEZ, Director of the New Jersey Division of Consumer Affairs, and MARLENE CARIDE, Commissioner of the New Jersey Department of Banking and Insurance,

Plaintiffs,

v.

FINANCIAL SERVICES FOR AMERICA, a NJ NONPROFIT CORPORATION, FINANCIAL PROCESSING SERVICES, LLC, TRI-STATE FINANCIAL RELIEF, LLC, MORTGAGE HELP AND LOAN AUDITS OF AMERICA, LLC, NEAL J. VANDERPOEL II, a/k/a Jimmy Vanderpoel a/k/a Neal Van, a/k/a Neal Vanderpoel, Sr., EILEEN P. VANDERPOEL, a/k/a Eileen Van, NEAL J. VANDERPOEL IV a/k/a Neal Van, a/k/a Neal Vanderpoel, Jr., RYAN VANDERPOEL, a/k/a Ryan Van, JANE and JOHN DOES 1-10, individually and as owners, officers, directors, founders, members, managers, agents, employees, servants, representatives, and/or independent contractors of FINANCIAL SERVICES FOR AMERICA, a NJ NONPROFIT CORPORATION FINANCIAL PROCESSING SERVICES, LLC, TRI-STATE FINANCIAL RELIEF, LLC, and MORTGAGE HELP AND LOAN AUDITS OF AMERICA, LLC, and XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

**VERIFIED COMPLAINT**

Plaintiffs Gurbir S. Grewal, Attorney General of the State of New Jersey (“Attorney General”), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey; Paul R. Rodríguez, Director of the New Jersey Division of Consumer Affairs (“Director”), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey; and Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance (“Commissioner”), with offices located at 20 West State Street, Trenton, New Jersey, by way of Verified Complaint state:

### **PRELIMINARY STATEMENT**

1. Unfortunately, wherever there are people in need, there will be unscrupulous people looking to prey upon them. This case is about unscrupulous people—a whole unscrupulous family, in fact—that has taken advantage of hundreds of individuals struggling to pay their mortgages by offering fraudulent and unlawful loan modification services through a web of corporate entities, most of which were not authorized to provide debt adjuster services in New Jersey and which charged grossly excessive rates, resulting in over a million dollars in unlawful profits for the Defendants. After filling financially distressed consumers with false hope of loan modifications, the Defendants charged unjustifiably large upfront fees, but then failed to deliver, often leaving consumers in a more precarious financial condition.

2. Neal J. Vanderpoel II, his wife, Eileen P. Vanderpoel, and their two sons, Ryan Vanderpoel and Neal J. Vanderpoel IV (collectively the “Vanderpoel Family,” “Vanderpoels,” or “Individual Defendants”), have been in the business of selling fraudulent mortgage-related services to consumers for years. Numerous regulators have received complaints about the Vanderpoels’ activities and have taken action against their companies. In 2013, the Connecticut Department of Banking issued a cease and desist order against Mortgage Help for America, LLC (“Mortgage Help”), one such Vanderpoel Family company. In 2014, the New Jersey Department of Banking and Insurance (“Department”) issued a cease and desist order against Mortgage Help

for providing unlicensed debt adjustment services. The New Jersey Division of Consumer Affairs (“Division”) also obtained judgments against, Mortgage Help in 2015, and another Vanderpoel Family company, Financial Help and Loan Audits of America, Limited Liability Company (“Financial Help”) in 2016.

3. As its existing entities began facing regulatory scrutiny and enforcement efforts, the Vanderpoel Family established Financial Services For America, a New Jersey nonprofit corporation (“Financial Services For America”), as another vehicle to sell mortgage loan modification programs, including debt adjustment services, to consumers in New Jersey, and then obtained a debt adjuster license for Financial Services For America from the Department. Through Financial Services For America, a nonprofit in name only, the Vanderpoels have engaged in a variety of unconscionable commercial practices and deceptive tactics that have resulted in pecuniary and other harm to consumers. The Vanderpoels target advertisements and mailings to distressed borrowers, financially vulnerable consumers, and homeowners facing Sheriff’s sales, and offer “guaranteed” loan modifications on the Financial Services For America website. Using aliases, “Neal Van” and “Ryan Van” make sales calls to financially strapped consumers in their homes, offering valueless “loan audits” to consumers for thousands of dollars, far in excess of what the law allows. Their advertising and sales pitches give consumers false hope that they will be able to remain in their homes through the promise of significantly reduced monthly mortgage obligations. But, despite their promises, the Vanderpoels frequently provide no meaningful value to consumers, while flouting the laws and regulations applicable to them and their companies.

4. After obtaining the debt adjuster license from the Department for Financial Service For America, the Vanderpoel Family disregarded the laws and regulations that govern

debt adjustment services. Through their various corporate entities, they routinely charge consumers up-front fees totaling thousands of dollars and place consumers on payment plans for loan modification services or loan audits. The upfront fees significantly exceed the legal limits for permissible charges by licensed debt adjusters, as set by N.J.S.A. 17:16G-6(b) and N.J.A.C. 3:25-1.2(a). They also failed to maintain the trust account as required by N.J.S.A. 17:16G-9(b). Often, the Vanderpoels failed to act on consumers' behalf and failed to obtain the loan modifications they "guaranteed."

5. Defendants' failures often have dire consequences for consumers by causing them to fall further behind on their mortgage payments and making the threat of foreclosure more imminent. Consumers who are not able to complete their payment plans for their upfront fees not only do not receive anything from Defendants, but their calls go unanswered and the monies they have paid are forfeited. If consumers request refunds after realizing that Defendants have not provided the loan modification assistance they promised, Defendants often ignore them or provide only partial refunds. In addition, when consumers are faced with a sheriff's sale, the Vanderpoels refer the consumers to an attorney who has represented several Vanderpoel companies and individual family members.

6. The Vanderpoels market debt adjustment services under the debt adjuster license of Financial Services For America, but they contract, provide services and transfer assets through a group of for-profit, personally held, limited liability companies. The Vanderpoel Family has transferred or diverted assets from Financial Services For America to several shell companies, including Financial Processing Services, LLC ("Financial Processing"), Tri-State Financial Relief, LLC ("Tri-State"), Mortgage Help and Loan Audits of America, LLC ("Mortgage Help and Loan Audits") (collectively, along with Financial Services For America, the "Corporate

Defendants”) in addition to transferring and diverting assets to Financial Help, Mortgage Help and members of the extended Vanderpoel Family. The Vanderpoels’ transfer of contractual rights and their diversion of funds from the nonprofit to their personal for-profit limited liability companies facilitates their usage of the income and assets for their personal benefit and is intended to shield them from judgment creditors and consumers.

7. The Individual Defendants’ and Corporate Defendants’ (collectively, “Defendants”) fraudulent and deceptive conduct and unlicensed activities constitute multiple violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -226 (“CFA”), the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 to -9.8 (“Advertising Regulations”), the Debt Adjustment and Credit Counseling Act N.J.S.A. 17:16G-1 to -9 (“Debt Adjustment Act”), and the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1 to 16.2 (“Nonprofit Corporation Act”).

8. The Attorney General, Director and Commissioner (collectively, “Plaintiffs”) submit this Verified Complaint in connection with an Order to Show Cause seeking temporary, preliminary and ultimately permanent injunctive relief to halt Defendants’ deceptive business practices, prevent additional consumers from being harmed, to preserve Defendants’ records and assets, and to provide for consumer restitution, among other relief.

#### **JURISDICTION, PARTIES, AND AFFILIATED COMPANIES**

9. The Attorney General is charged with the responsibility of enforcing the CFA, and the regulations promulgated thereunder, including the Advertising Regulations. The Director is charged with the responsibility of administering the CFA and the Advertising Regulations on behalf of the Attorney General. The Attorney General and the Director bring this suit in their official capacities.

10. The Commissioner is charged with the responsibility of enforcing the Debt Adjustment Act. This action seeking injunctive and other relief is brought by the Commissioner in her official capacity pursuant to authority under N.J.S.A. 17:1-15(g).

11. The Commissioner is authorized pursuant to N.J.S.A. 17:16G-8 to proceed with a summary action in the name of and on behalf of the State against the person or licensee or any other person concerned or in any way participating in or about to participate in those practices or transactions constituting a violation of the Debt Adjustment Act, to enjoin the person or licensee from continuing those practices or engaging in or doing any act in furtherance of those practices constituting a violation of the Debt Adjustment Act.

12. The Attorney General is charged with the responsibility of enforcing the New Nonprofit Corporation Act, and has the authority to bring a dissolution action against a nonprofit corporation, and to seek the revocation of its corporate franchises and the appointment of a receiver. The Attorney General may seek dissolution of a nonprofit corporation where it “has repeatedly conducted its business in an unlawful manner; . . . [or] is conducting activities in a manner which is prejudicial to the public.” N.J.S.A. 15A:12-11(a)(5), (11). The Attorney General may bring a receivership action for various reasons, including cases where the continued conduct of the activities of the corporation are prejudicial to the public. N.J.S.A. 15A:14-2(b)(7).

13. Plaintiffs bring this action pursuant to their authority under, and seek injunctive and other relief for violations of, the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13, 56:8-19, the Debt Adjustment Act, specifically N.J.S.A. 17:16G-8, and the Nonprofit Corporation Act, specifically N.J.S.A. 15A:12-11 and 15A:14-2.

14. Venue is proper in Burlington County, pursuant to R. 4:3-2 and R. 4:53-2 because it is a county in which Defendants maintain their principal business address, conduct business, and reside.

**A. CORPORATE DEFENDANTS**

15. **Financial Services For America.** On November 8, 2013, Financial Services For America, was incorporated as a New Jersey nonprofit corporation in the State. At all relevant times, Financial Services For America has maintained business addresses of 1529 Route 206, Suite A, Tabernacle, New Jersey 08088 and 4 Linda Lane, Suite A, Southampton, New Jersey 08088.

16. Although formed as a nonprofit, Financial Services For America has not obtained tax-exempt status from the Internal Revenue Service.

17. In April 2014, the Department issued Financial Services For America a debt adjuster license.

18. **Financial Processing.** On July 5, 2016, Financial Processing was formed as a limited liability company in the State. At all relevant times, Financial Processing has maintained a business address at 5 Stonehenge Drive, Medford, New Jersey 08055.

19. The registered address for Financial Processing is 5 Stonehenge Drive, Medford, New Jersey 08055, which is also the personal residence of Eileen P. Vanderpoel and Neal J. Vanderpoel II.

20. Financial Processing is not and was never a licensed debt adjuster in New Jersey.

21. **Tri-State.** On February 9, 2017, Neal J. Vanderpoel IV formed Tri-State as a limited liability company under the laws of Pennsylvania, with a registered address of 906 Keenwood Road, Norriton, Pennsylvania 19403.

22. Tri-State is not and was never registered to do business in New Jersey, and is not and was never a licensed debt adjuster in New Jersey. But, according to its website, Tri-State engages in business in New Jersey from an office at 4 Linda Lane, Suite A, Southampton, New Jersey 08088.

23. **Mortgage Help and Loan Audits.** On September 10, 2010, Mortgage Help and Loan Audits was formed as a limited liability company in New Jersey.

24. The registered address for Mortgage Help and Loan Audits is 459 Oak Shade Road, Shamong, New Jersey 08088.

25. The New Jersey Department of the Treasury, Division of Revenue and Enterprise Services (“DORES”) suspended Mortgage Help and Loan Audits’ corporate registration for non-payment of annual fees on May 16, 2013, and the registration has not been reinstated.

26. Mortgage Help and Loan Audits is not and was never a licensed debt adjuster.

27. **Further Allegations as to Named and Unnamed Corporate Defendants.** Financial Services For America, Financial Processing, Tri-State, and Mortgage Help and Loan Audits have not registered any alternative names with DORES.

28. At all relevant times, the Corporate Defendants acted through their agents, employees, subcontractors, members, shareholders, agents, representatives, Neal J. Vanderpoel II, Neal J. Vanderpoel IV, Ryan Vanderpoel, and Eileen P. Vanderpoel.

29. Defendants XYZ Corporations 1 through 10 are fictitious corporations meant to represent any additional corporations that have been involved in the conduct that gives rise to this Verified Complaint, but are heretofore unknown to the Plaintiffs. As these Defendants are identified, Plaintiffs shall amend this Verified Complaint to include them.

**B. INDIVIDUAL DEFENDANTS**

30. **Neal J. Vanderpoel II.** At varying times, Defendant Neal J. Vanderpoel II has used the names “Jimmy Vanderpoel,” “Neal Vanderpoel, Sr.,” and “Neal Van” (collectively, “Neal J. Vanderpoel II”).

31. Neal J. Vanderpoel II lives at 5 Stonehenge Drive, Medford, New Jersey 08055. He is the registered agent for Financial Processing, Mortgage Help and Loan Audits, Mortgage Help, and Financial Help.

32. At varying times, Neal J. Vanderpoel II, has held himself out as owner, officer, director, founder, manager, trustee, employee, servant, agent, representative, and/or independent contractor of Financial Services For America, Financial Processing, Tri-State, and Mortgage Help and Loan Audits; has controlled, directed, and/or participated in the management and operation of Financial Services For America, Financial Processing, Tri-State and/or Mortgage Help and Loan Audits; and has participated in, managed, controlled, and/or facilitated the unlawful acts alleged in this Verified Complaint.

33. On May 13, 2010, a Burlington County, New Jersey grand jury returned a six count indictment against Neal J. Vanderpoel II a/k/a Jimmy Vanderpoel. The indictment included two counts of forgery in the third degree under N.J.S.A. 2C:21-1a(2), two counts of uttering a forged instrument in the fourth degree under N.J.S.A. 2C:21-1a(3), one count of deceptive business practices in the fourth degree under N.J.S.A. 2C:21-7h, and one count of acting as an unregistered home improvement contractor in the fourth degree under N.J.S.A. 56:8-146.

34. This indictment was based, in part, on Neal J. Vanderpoel II using a forged Home Improvement Contractor License from the Division of Consumer Affairs and a forged insurance policy.

35. On February 7, 2011, Neal J. Vanderpoel II pled guilty in the Superior Court, Criminal Division, Burlington County to a downgraded disorderly persons offense of deceptive business practices under N.J.S.A. 2C:21-7e and was further ordered not to engage in any unlicensed business practices.

36. This plea to the offense of deceptive business practices involved untruthfulness or dishonesty; thus, it adversely relates to Neal J. Vanderpoel II's fitness to perform acts regulated by the Attorney General, the Director, the Commissioner, the Division, and the Department, and his eligibility to obtain a debt adjuster license or own and operate a debt adjustment company in New Jersey.

37. **Eileen P. Vanderpoel.** Defendant Eileen P. Vanderpoel lives at 5 Stonehenge Drive, Medford, New Jersey 08055. At varying times, Eileen P. Vanderpoel has used the name "Eileen Van."

38. At varying times Eileen P. Vanderpoel has held herself out as owner, officer, director, founder, manager, trustee, employee, servant, agent, representative, and/or independent contractor of Financial Services For America, Financial Processing, and Tri-State; has controlled, directed, and/or participated in the management and operation of Financial Services For America, Financial Processing, Tri-State, and/or Mortgage Help and Loan Audits; and has participated in, managed, controlled, and/or facilitated the unlawful acts alleged in this Verified Complaint.

39. **Neal J. Vanderpoel IV.** At varying times, Defendant Neal J. Vanderpoel IV has used the name “Neal Vanderpoel,” “Neal Van,” and “Neal Vanderpoel, Jr.” (collectively, “Neal J. Vanderpoel IV”).

40. Neal J. Vanderpoel IV lives at 1 Oakland Drive, Magnolia, Camden County, New Jersey 08049. He is the registered agent for Financial Services For America.

41. At varying times Neal J. Vanderpoel IV, has held himself out as owner, officer, director, founder, manager, trustee, employee, servant, agent, representative, and/or independent contractor of Financial Services For America, Financial Processing, and Tri-State; has controlled, directed, and/or participated in the management and operation of Financial Services For America, Financial Processing, Tri-State, and/or Mortgage Help and Loan Audits; and has participated in, managed, controlled, and/or facilitated the unlawful acts alleged in this Verified Complaint.

42. **Ryan Vanderpoel.** Defendant Ryan Vanderpoel lives at 5 Stonehenge Drive, Medford, New Jersey 08055.

43. At varying times Ryan Vanderpoel has used the name “Ryan Van.”

44. At varying times, Ryan Vanderpoel has held himself out as owner, officer, director, founder, manager, trustee, employee, servant, agent, representative, and/or independent contractor of Financial Services For America, Financial Processing, and Tri-State; has controlled, directed, and/or participated in the management and operation of Financial Services For America, Financial Processing, Tri-State, and/or Mortgage Help and Loan Audits; and has participated in, managed, controlled, and/or facilitated the unlawful acts alleged in this Verified Complaint.

45. **Further Allegations as to Named and Unnamed Individual Defendants.** Neal J. Vanderpoel II is married to Eileen P. Vanderpoel and together they are the parents of Neal J. Vanderpoel IV and Ryan Vanderpoel.

46. Defendants, John and Jane Does 1 through 10 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of Defendants who have been involved in the conduct that gives rise to this Verified Complaint, but are heretofore unknown to the Plaintiffs. As these defendants are identified, Plaintiffs shall amend this Verified Complaint to include them.

**C. AFFILIATED COMPANIES**

47. **Mortgage Help.** Neal J. Vanderpoel II formed Mortgage Help as a New Jersey limited liability company on or about October 30, 2009.

48. Mortgage Help's registered office in New Jersey is Eileen P. Vanderpoel and Neal J. Vanderpoel II's personal residence at 5 Stonehenge Drive, Medford, New Jersey 08055 and its main business address was 1529 Route 206, Suite A, Tabernacle, New Jersey 08088.

49. DORES suspended Mortgage Help's registration on May 16, 2012, for failure to pay its annual fee. It has remained suspended since that time.

50. Mortgage Help has engaged in unlicensed debt adjustment activities in Connecticut and New Jersey.

51. On or about October 7, 2013, Neal J. Vanderpoel II, as the managing member of Mortgage Help, executed a consent order with the Connecticut Banking Commissioner and agreed to cease and desist all debt adjustment services in Connecticut, pay a civil penalty of \$2,500.00, and make restitution to Connecticut consumers.

52. On or about May 1, 2014, Mortgage Help entered into Cease and Desist Consent Order E13-013780 with the Department in New Jersey, agreeing to cease all debt adjustment activities, including advertising or providing loan modification services with New Jersey residents. Neal J. Vanderpoel II executed the Order on behalf of Mortgage Help.

53. On October 21, 2015, the Division entered judgment against Mortgage Help for violations of the CFA in the amount of \$21,128.96, which consisted of a \$5,000 civil penalty and \$16,128.96 in consumer restitution. Mortgage Help has not contested, appealed, or satisfied the Division's October 21, 2015 judgment.

54. **Financial Help.** On or about April 2, 2014, Neal J. Vanderpoel II formed Financial Help as a New Jersey limited liability company with its main business address at 1529 Route 206, Suite A, Tabernacle, New Jersey 08088.

55. Financial Help's registered agent in the State was Neal J. Vanderpoel II and its registered office was Eileen P. Vanderpoel and Neal J. Vanderpoel II's personal residence at 5 Stonehenge Drive, Medford, New Jersey 08055.

56. DORES suspended Financial Help's registration on or about November 16, 2016 for non-payment of its annual fee. It has remained suspended since that time.

57. On March 3, 2016, the Division began investigating Financial Help for providing unlicensed debt adjustment services. The Division entered judgment against Financial Help on September 23, 2016, for violations of the CFA, assessed a \$5,000 civil penalty and ordered Financial Help to pay \$9,500 in consumer restitution.

58. Financial Help has not contested, appealed, or satisfied the Division's September 23, 2016 judgment.

59. Mortgage Help and Financial Help are referred to herein collectively as the “Judgment Debtors.”

60. **Financial Help for America.** Neal J. Vanderpoel II incorporated Financial Help for America, a New Jersey nonprofit corporation (“Financial Help for America”), on November 7, 2013 and dissolved it on April 1, 2014. Its business address was listed as 1529 Route 206, Tabernacle, New Jersey 08088. Defendant Ryan Vanderpoel, 160 Woodlake Drive, Marlton, New Jersey 08053 was listed as an officer or director on DORES registration.

61. **Further Allegations as to the Affiliated Companies.** Mortgage Help, Financial Help, and Financial Help for America are referred to herein collectively as the “Affiliated Companies.”

62. At varying times, Neal J. Vanderpoel II, Eileen P. Vanderpoel, Ryan Vanderpoel and Neal J. Vanderpoel IV have been owners, officers, directors, founders, managers, employees, servants, agents, representatives, and/or independent contractors of the Affiliated Companies, and have controlled, directed, and/or participated in the management and operations of the Affiliated Companies.

#### **GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

63. Since 2009, the Vanderpoels have been engaged in the advertisement, offer for sale, and performance of fraudulent or worthless loan modification and other debt adjustment services in New Jersey through a number of corporate entities, including the Corporate Defendants.

64. At all relevant times, the Corporate Defendants and Affiliated Companies have been under the control of and operated as the instrumentalities of the Vanderpoels. In addition, the Corporate Defendants and Affiliated Companies have: (a) maintained officers and employees in common; (b) shared offices; (c) commingled funds; and (d) shared advertising and marketing.

Defendants have acted and continue to act in concert with each other as a common enterprise engaging in the unlawful conduct detailed in this Complaint.

65. The Vanderpoels initially operated through (1) Mortgage Help and (2) Mortgage Help and Loan Audits. After the Department began to investigate the Vanderpoels for unlicensed activity in 2013, they formed Financial Services For America as a nonprofit corporation to obtain a debt adjuster license. The Vanderpoels started to market services under the name of the licensed entity, but would transfer and divert money into their private for profit companies. They ultimately abandoned the Mortgage Help and Mortgage Help and Loan Audits companies in favor of the Financial Help and Financial Processing companies. After the Department requested additional information from Financial Services For America in 2016, they formed Tri-State in Pennsylvania in 2017 and began transferring money, assets and customers to the Pennsylvania company.

66. Throughout the period at issue, Defendants have misrepresented the nature of their business through false or misleading advertisements; used pre-printed contract forms contrary to their oral promises and representations; engaged in a variety of fraudulent practices, including failing to provide refunds and charging excessive fees unauthorized by law; and orchestrated repeated, deceptive sales visits to distressed consumers' homes, where the Individual Defendants falsely promised to modify consumers' mortgages.

67. In furtherance of their deceptive and unconscionable conduct, the Individual Defendants abandoned and misused the form of the Corporate Defendants and Judgment Debtors to confuse consumers and to personally enrich themselves, including by depositing consumers' checks into bank accounts belonging to other corporate entities, failing to correctly identify the corporate entity providing the services, withdrawing money from business accounts for personal

expenses like gambling, and moving funds from company to company to place their assets beyond consumer reach.

**A. UNCONSCIONABLE, DECEPTIVE, AND FRAUDULENT PRACTICES**

68. Although the names of their companies have changed over time, the Vanderpoels' methods of interacting with and deceiving consumers have remained largely consistent.

(1) *Advertising and Marketing*

69. Financial Services For America advertises loan modification and other debt adjustment services through direct mail and on the Internet via its website, <https://Fs4a.co> ("Financial Services For America Website").

70. Financial Services For America targets direct mail marketing materials to consumers who are behind on mortgage payments, who have had a *lis pendens* filed against their properties or who are facing forced sales.

71. By way of example, Financial Services For America sent a direct mail letter dated January 12, 2020 to consumer R.S. of Wayne, New Jersey, which described the operation as follows:

[T]op non-profit loan audit and modification company offering assistance in mortgage loss mitigation. We have helped thousands of clients since we started in the business. Whether you are one month or six years behind, we can help. Let our team of experts help you get a payment . . . Loan audits and modifications are our core business! We have helped numerous clients in the tri-state area retain their properties; reduce their principal loan amounts, interest rates and monthly mortgage payments. . . . We don't cost you money, we save you money and your home. . . . !! You deserve the help; therefore you deserve FS4A!!

72. The Financial Services For America Website states that "Financial Services For America is a non-profit organization."

73. At all relevant times, the Financial Services For America Website has made various representations, including:

- a. “Let us help you save your home with a Guaranteed MODIFICATION”;
  - b. “We can get your loan modified to suit your needs”;
  - c. “A 98% customer satisfaction rate is something that we have always been, and are STILL quite proud of!”;
  - d. “And with that confidence, as well as out YEARS of experience, we also 100% Guarantee our services, IN WRITING!”;
  - e. “We will provide the most extensive and thorough examination of your loan documents available. We can and are specialized to find any and all Violations in your Mortgage Loan”; and
  - f. “Mortgage loan audits are not ‘a waste of money’ but ‘an audit in the right hands can assist a processor.’”
74. Tri-State advertises loan modification and other debt adjustment services through the Internet through a website at <https://tri-state-financial-services.business.site/> (“Tri-State Website”).
75. At all relevant times, the Tri-State Website has made has made various representations, including:
- a. “DO YOU WANT TO SAVE YOUR HOME FROM FORECLOSURE? ARE YIU [*sic*] TIRED OF PAYING THE TRUSTEE FOR BANKRUPTCY TO KEEP YIUR [*sic*] HOME?” (posted on May 14, 2019);
  - b. “HOW TO CATCH UP ON YOUR MORTGAGE PAYMENTS WITHOUT FILING BANKRUPTCY. . .ASK LIMA 609.594.4087” (posted on October 10, 2018);
  - c. “Did you file Bankruptcy to stop you Foreclosure or Sheriff Sale? Are you tired of paying the Trustee all of the extra money each month? Do you need relief from all of the current debt with your house? Call or Text 609.594.4087 ask for Lima.” (posted on July 18, 2018);
  - d. “Call or text me now if your monthly payments are too high and your house is upside down with NO Equity ask for Lima 609.594.4087.” (posted on July 12, 2018);
  - e. “Call or text for Free Information on how to stop Chapter 13 Trustee payments on your home today 609.594.4087” (posted on July 11, 2018);

- f. “Keep your home. . . Do not lose your home to foreclosure or Sheriff Sale. . . We can help you today!!! No matter how many payments you are behind. . .” (posted on June 12, 2018);
- g. “Are you struggling to make your current Mortgage Payments?”; and
- h. “ABOUT US We are here to help families facing foreclosure or Sheriff Sale dates immediately! Do not lose your home to the bank or any third party purchaser!”

76. At all relevant times, the Tri-State Website has included a testimonial from a “Peachy K,” which states: “I attempted to obtain a loan modification for my mortgage on my own once before and was not successful. Working with a company like FS4A was comforting and less stressful. I would definitely recommend their services especially if you are suffering hardship due to the COVID-19 pandemic. Can’t hurt.”

77. By touting its nonprofit status, Financial Service For America’s advertisements mislead consumers into thinking that it does not profit from the services when, in reality, Defendants have established a scheme designed for Defendants’ profit at the considerable expense of the consumers.

78. Financial Services For America’s marketing materials suggest that it can guarantee a reduction in the borrowers’ principal amounts owed, the interest rates paid, or the amount of the monthly payments on a mortgage loan. In reality, loan modification is often limited by mortgage loan securitization agreements, and mortgage servicing companies are often reluctant (or even forbidden) to reduce principal amounts. For some consumers, their monthly payments increased because of a default, which was encouraged by Defendants.

79. The Financial Services For America Website suggests that the company will review the consumer’s underlying loan documents and search for legal violations, when that often is not the case. Further, even if the documents were reviewed, neither the Individual

Defendants nor the Corporate Defendants are attorneys and thus, cannot offer advice as to whether a borrower's loans violate any laws.

80. Defendants' marketing materials fail to disclose to consumers that the terms of mortgage modifications may include the capitalization of outstanding arrearages, the extension of loan terms to forty years, and/or the requirement that owners occupy the property as a residence; that the forbearance might not include principal forgiveness; and that there could be tax consequences as a result of debt forgiveness.

81. The Tri-State Website lists its address as 4 Linda Lane, Southampton, New Jersey but does not disclose that it is a Pennsylvania company with a Pennsylvania registered address, or that it is not registered to do business in New Jersey, and that it is not a licensed debt adjuster.

82. The Tri-State Website misleads consumers by suggesting that the company can stop the foreclosure process, or reduce required payments under a Chapter 13 plan of reorganization, when neither is the case.

(2) Contract Forms

83. During initial sales meetings with consumers, Defendants presented consumers with pre-printed forms entitled "AGREEMENT MORTGAGE COMPLIANCE ANALYSIS REPORT," "ACKNOWLEDGMENT OF SERVICES," and "THIRD PARTY AUTHORIZATION" (collectively, "Sales Forms"), as well as a payment schedule; however, the Sales Forms are inconsistent with Defendants' advertising and do not reflect the promises and the statements made to the consumers during the sales presentations.

84. The "AGREEMENT MORTGAGE COMPLIANCE ANALYSIS REPORT" form, with a large American flag on the top of the page, states that the services provided would consist of a "Mortgage Compliance Analysis Report" or "Forensic Audit."

85. Further, though “FINANCIAL SERVICES FOR AMERICA” appears across the top of the form, further down on the page, the “Company” is identified as a limited liability company of the same name, with an address of P.O. Box 2046 Medford, New Jersey 08055, instead of the nonprofit.

86. The Vanderpoels solicited consumers through Financial Services For America, the nonprofit corporation, but consumers were presented with pre-printed contract forms for non-existent companies or the Affiliated Companies.

87. Additionally, the “AGREEMENT MORTGAGE COMPLIANCE ANALYSIS REPORT” provides in paragraph 3 that the “results of the Forensic Audit may be limited to the information that can be found in documents supplied by the Client. . . . The Client acknowledges that the Company is under no obligations whatsoever to contact the Client’s lender and/or any third party to secure documents.” Simultaneously, however, the consumers would be asked to sign the “THIRD PARTY AUTHORIZATION” form whereby the consumers consented to the release of information by lenders and servicers.

88. While one form states that the “Company” does not have to contact third parties, another form gives the “Company” permission to contact third parties. This inconsistency, particularly because different documents convey different information on the same topic, is misleading or confusing to consumers.

89. Financial Services For America claimed that the “Forensic Audit Report” would reveal if a mortgage loan complied with federal and state laws and that Financial Services For America would conduct a “full investigation” of mortgage loan documents in search of predatory lending; however, the documents disclaim any obligation on the part of the “Company” to contact the lender or any third party to secure documents.

90. Financial Services For America generated the “Forensic Audit Report” using third-party compliance software. The “Forensic Audit Report” did not assist New Jersey consumers with their mortgage modifications.

91. The Defendants charged consumers upfront fees of \$3,200.00 or more for the Forensic Audit Report.

92. The “AGREEMENT MORTGAGE COMPLIANCE ANALYSIS REPORT” provides in paragraph 4 “that the Company will not deliver and/or release to the Client the Forensic Audit until the Total Fee for services rendered has been paid in full.”

93. Consumers were offered a payment plan for the forensic audits; however, Defendants’ payment schedule provides that if consumers do not keep up with the payments, then the contract will be terminated and the consumers will not receive the forensic audit or refunds.

94. Some financially distressed consumers missed or did not complete the payments and all amounts paid were forfeited to the Company regardless of how many payments the consumers had made and regardless of what amount of work, if any, Defendants performed for the consumers.

95. Consumers were promised loan modifications during the sales meetings; however, the pre-printed “ACKNOWLEDGEMENT OF SERVICES” form states “I understand that FS4A is not a legal service and does not act in the capacity of a loan modification company and will not participate in the loss mitigation process toward negotiating a modification for my mortgage.”

96. At varying times, a representative of Defendants would hand-write “Guaranteed Mod” onto the “ACKNOWLEDGEMENT OF SERVICES” form, but would not initial the

change or explain in writing what the term “Guaranteed Mod” meant. A reasonable consumer would understand the term “Guaranteed Mod” to mean that the loan modification was guaranteed.

97. As a consequence, consumers detrimentally relied upon the “guarantee” that Defendants would be able to arrange a modification of the mortgage loans from third party lenders. The consumers then often found themselves in deeper financial holes and confronted with a sheriff’s sale.

98. Inconsistencies between and within Defendants’ advertisements, oral statements, and written documents misled and deceived consumers.

(3) Defendants’ Licensing Failures and Illegal, Excessive Fees

99. The Individual Defendants, through various of the Corporate Defendants, purported to assist New Jersey consumers in mortgage modification, which is a type of debt adjustment service requiring licensure by the Department. Despite the licensure requirement, Mortgage Help, Mortgage Help and Loan Audits, Financial Help, Financial Processing, and Tri-State did not obtain licenses from the Department. Beyond lacking a license, Tri-State also has been conducting business as an unregistered entity in New Jersey.

100. The Individual Defendants, through various of the Corporate Defendants, charged New Jersey consumers a fee of \$3,200.00 or more for their services, which grossly exceeds the statutory fee cap of \$25.00 per month that a debt adjuster may charge for services under the Department’s regulations, specifically, N.J.A.C. 3:25-1.2(a).

101. Additionally, the Individual Defendants opened bank accounts in the names of the Corporate Defendants and Judgment Debtors, including as follows:

- a. Neal J. Vanderpoel II opened a checking account for Mortgage Help with T.D. Bank (“Mortgage Help Account 9604”), on or about March 14, 2009, for which

he was the signatory at all times until T.D. Bank closed the account in March 2015;

- b. Neal J. Vanderpoel II opened a checking account for Mortgage Help and Loan Audits with Bank of America, Account number 6684 (“Mortgage Help and Loan Audits Account 6684”) on or about October 4, 2010, for which he was the signatory;
- c. On November 13, 2013, Neal J. Vanderpoel IV opened one business checking account and one trust account with T.D. Bank for Financial Services For America; the account ending in 9955 (“Financial Services For America Account 9955”) was a regular checking account, and, pursuant to the Department’s requirement that debt adjusters maintain a trust account, the Trust Account ending in 9963 (“Financial Services For America Trust Account 9963”) as a trust account;
- d. On or about January 26, 2016, Neal J. Vanderpoel II and Eileen P. Vanderpoel opened a payroll checking account ending in 7000 with T.D. Bank (“Financial Services For America Account 7000”); on or about October 18, 2018, Neal J. Vanderpoel IV was added as a signatory to Financial Services For America Account 7000;
- e. On or about July 31, 2018, Neal J. Vanderpoel II, Eileen P. Vanderpoel, and Neal J. Vanderpoel IV opened an additional checking account ending in 6109 with T.D. Bank (“Financial Services For America Account 6109”) for Financial Services For America;
- f. On or about April 25, 2014, Neal J. Vanderpoel II opened T.D. Bank checking Account 1473 (“Financial Help Account 1473”) for Financial Help; Neal J. Vanderpoel II gave Eileen P. Vanderpoel signatory authority for Financial Help Account 1473 on September 2, 2015;
- g. On or about July 11, 2016, Neal J. Vanderpoel II opened T.D. Bank checking Account 6760 (“Financial Processing Account 6760”) for Financial Processing; and
- h. On February 13, 2017, Neal J. Vanderpoel II and Neal J. Vanderpoel IV opened account 5191 with T.D. Bank for Tri-State (“Tri-State Account 5191”).

102. After opening Financial Services For America Trust Account 9963 with TD Bank and submitting proof of the account’s existence to the Department to obtain a debt adjuster license for the company, no additional deposits were made. TD Bank closed Financial Services For America Trust Account 9963 in September 2015. Financial Services For America did not notify the Department that it no longer maintained a required trust account.

103. Although Eileen P. Vanderpoel, Ryan Vanderpoel, and Neal J. Vanderpoel IV were trustees of, and obtained a debt adjuster license for, Financial Services For America, they failed to deposit consumers' payments into Financial Service For America Trust Account 9963, failed to maintain a trust account ledger book, and failed to maintain ledgers for individual debtors.

(4) *Deceptive Sales Visits to Consumers' Homes*

104. After identifying consumers who were in financial distress, Defendants would send a representative to meet with the consumers in the consumers' homes to sell loan modification services and/or loan audits.

105. At varying times, Neal J. Vanderpoel II, Neal J. Vanderpoel IV and/or Ryan Vanderpoel met with consumers in the consumers' homes to sell loan modifications services and/or loan audits and intentionally misrepresented their names to be "Neal Van" or "Ryan Van" to the consumers.

106. During these home meetings, Neal J. Vanderpoel II, Neal J. Vanderpoel IV, and/or Ryan Vanderpoel promised consumers loan modifications, including interest rate reductions and principle reductions without proper investigation of the consumers' circumstances or underlying loan documentation.

107. At varying times, "Neal Van" met with consumers and told them that the only way to get a loan modification was to stop paying their mortgages so that the consumers would have funds to pay the upfront fees demanded by Defendants.

108. After baiting the consumers with the promise of a loan modification, the Defendants or their representatives would present the consumers with a pre-printed form contract to sign, which would switch the consumer into purchasing a "forensic audit."

109. At varying times, the Defendants or their representatives failed to provide consumers with full and accurate copies of the Sales Forms at the time the documents were presented for signature and did not give consumers copies of the documents after they were signed.

(5) *Other Fraudulent Practices*

110. After consumers contracted with Defendants for services, Defendants would continue to engage in unconscionable, deceptive and fraudulent behaviors as the consumers were given payment plans—often over a six-month period—to pay the up-front fee.

111. Defendants realized that some consumers would probably not qualify for a loan modification but would not disclose that information to the consumers until the entire up-front fee was paid to Defendants.

112. At varying times, “Neal Van” and “Ryan Van” promised consumers that Financial Services For America would interact with the lenders on their behalf after they stopped paying their mortgages to arrange a modification and then failed to do so.

113. Consumers submitted foreclosure papers to Financial Services For America and/or Tri-State, while Defendants would continue to string the consumers along by telling them that modifications take time.

114. At varying times, Defendants demanded additional payments or accelerated payments from consumers who were facing sheriff’s sales and the loss of their homes.

115. Eileen P. Vanderpoel oversaw the companies’ office operations, including the collection of excessive fees and the failure to respond to the consumers’ telephone calls and concerns. Consumers’ calls and emails often went unanswered.

116. At varying times, consumers' accounts were transferred between the Vanderpoels' companies without notice to consumers. For example, Financial Services For America's consumers would receive correspondence or billing invoices on Tri-State letterhead.

117. Many consumers demanded refunds from Defendants, but their requests were either denied or granted only in part, even when the promised services were not provided.

118. Defendants would refer consumers who were facing a sheriff's sale to an attorney, who had previously represented some of the Defendants, to file for bankruptcy.

119. These actions by Defendants often placed consumers in a more precarious financial position than if the consumers had not retained Defendants in the first instance.

(6) Consumer J.K.

120. By way of example, on January 10, 2017 Neal J. Vanderpoel II went to the home of consumer, J.K., and her daughter, D.K., in South River, New Jersey with a folder of pre-printed forms and pre-addressed payment envelopes.

121. Neal J. Vanderpoel II gave J.K. and D.K. his business card with the name "Neal Van" President, Financial Services For America, P.O. Box 2046, Medford, New Jersey 08055.

122. J.K. and D.K. have identified "Neal Van" as Neal J. Vanderpoel II.

123. During the meeting, J.K., who was over the age of 60 and had physical disabilities that prevent the normal exercise of bodily functions, informed Neal J. Vanderpoel II that she missed her December 2016 mortgage payment, collected Social Security retirement, had medical issues, which prevented her from working, and that her house was worth more than what she and her son owed on the mortgage.

124. Without even looking at her mortgage origination documents or asking about the co-debtor's income or expenses, Neal J. Vanderpoel, II told J.K. that he could get her a \$300 per month reduction in the mortgage payment and lower her the interest rate to 2%.

125. Neal J. Vanderpoel II knew that J.K. had equity in her property, was over the age of 60, had limited income and was not significantly far behind in her mortgage payments.

126. Neal J. Vanderpoel II told J.K. and D.K. that if J.K. continued to pay the bank, then she would never get a loan modification; he encouraged J.K. to stop paying the mortgage and to instead contract with Financial Services For America.

127. During the meeting, Neal J. Vanderpoel II bragged to J.K. and D.K. that he had obtained six-figure principal reductions for people who had not paid their mortgages in years. He warned her that if she tried to obtain a modification on her own, then the bank would "push her around" and that was why they needed to hire an expert like him.

128. Neal J. Vanderpoel II presented J.K. and D.K. with a copy of Financial Services For America's New Jersey debt adjuster license to show that he was "legitimate."

129. Neal J. Vanderpoel II then presented J.K. the pre-printed agreement, which he brought with him. He hand wrote "guarantee deal" onto the agreement and asked her to sign. He did not leave a copy of the contract with J.K. and D.K. Instead, he took it with him when he left and promised to have his office staff email a copy.

130. Neal J. Vanderpoel II did leave behind pre-addressed payment envelopes so that J.K. and D.K. could mail in payments to a post office box.

131. Neal J. Vanderpoel II left abruptly by telling J.K. and D.K. that he had to take his brother, who was sitting in the car, to the emergency room.

132. Neal J. Vanderpoel II failed to advise J.K. and D.K. regarding the many possible grounds or the material facts upon which a lender might deny a request for a modification. For example, he did not discuss Federal Housing Administration restrictions, income requirements, affordability ratios, trust requirements, title issues, or other common impediments to modifications.

133. The terms of the agreement signed by J.K. did not match the promises made by Neal J. Vanderpoel II. The “Company” on the agreement was “Financial Services for America, a New Jersey LLC,” and not the non-profit licensed debt adjuster.

134. The terms of the preprinted agreement that was signed did not reflect the terms of the oral representations made by Neal J. Vanderpoel II during the meeting. Instead, under the terms of the agreement, the “Company” would provide a “Mortgage Compliance Analysis Report (Forensic Audit) of closed mortgage loans” to determine if the closed loan complied with “Statutes and Guidelines.”

135. J.K. followed Neal J. Vanderpoel II’s advice and stopped paying her mortgage and instead made payments to Financial Services For America.

136. Just five months later, on May 11, 2017, the lender started a foreclosure proceeding against J.K. and her son.

137. J.K. and D.K. notified Financial Services For America of the foreclosure and were told not to worry.

138. In May 2017, J.K. began receiving letters on Tri-State letterhead in lieu of letters from Financial Services For America.

139. J.K. and D.K. paid the \$3,200.00 fee in installments as agreed to during the meeting with Neal J. Vanderpoel II on January 10, 2017.

140. In 2018, when no modification had been granted and the foreclosure was proceeding to final judgment, Defendants demanded an additional \$800.00 payable to Tri-State for a “profit and loss” statement.

141. When J.K. received a notice of Sheriff’s sale, she contacted the Financial Services For America office and spoke with several individuals regarding the scheduled sheriff’s sale, but the Defendants recommended an attorney to file a bankruptcy petition for J.K.

142. Defendants never provided a “forensic audit” to J.K. Even if a “forensic audit” was completed, it would have been of no use to J.K. because it would not have modified the terms of J.K.’s mortgage, lowered her payment, or reduced her interest rate, as Defendants had promised.

143. Financial Services For America and Tri-State never obtained a modification for J.K., did not refund any of the \$4,000.00 in fees, and did not honor the guarantee for a loan modification.

144. On May 28, 2019, J.K. filed for bankruptcy under Chapter 13, with a different law firm.

(7) Consumer D.V.

145. By way of further example, on July 10, 2018, Ryan Vanderpoel went to the home of consumer, D.V. in Lindenwold, New Jersey and introduced himself as “Ryan Van” from Financial Services For America.

146. D.V. has identified “Ryan Van” as Ryan Vanderpoel.

147. At the time of the meeting, a foreclosure case was pending against D.V.

148. Ryan Vanderpoel asked D.V. questions about her current income, pulled out a calculator, and purported to calculate a proposed reduction in her monthly payments.

149. Ryan Vanderpoel promised to get D.V. a principal reduction of \$50,000. The promise of a principal reduction was important as D.V.'s debt to the bank exceeded the market value of her home.

150. Ryan Vanderpoel then pulled out a preprinted agreement, payment envelopes and a copy of the license issued by the Department to Financial Services For America.

151. Ryan Vanderpoel guaranteed to get D.V. a loan modification so she could remain in her home. In fact, he wrote “\*Guarantee Mod\*” on pre-printed document that he had D.V. sign at the meeting.

152. The terms of the pre-printed form agreement signed by D.V. did not match the promises made by Ryan Vanderpoel. The agreement was with Financial Services For America, a New Jersey LLC, and not the licensed (nonprofit) debt adjuster.

153. Also, the agreement with D.V. provided for a “Mortgage Analysis Compliance Report” referred to as the “Forensic Audit” which was never performed and would have been of no value to the consumer in terms of obtaining a mortgage modification anyway. The agreement did not obligate Defendants to obtain the loan modification or principal reduction as Ryan Vanderpoel had promised during the meeting.

154. D.V. made multiple telephone calls to Financial Services For America and asked to speak with Ryan Vanderpoel; however, he was always unavailable and did not return her calls.

155. Financial Services For America never obtained a modification for D.V. Instead, a final judgment of foreclosure was entered, the sheriff scheduled the sale of the property and she was forced to file for bankruptcy to stop the sale of her home.

156. D.V. did not receive any benefit from the guarantee and did not receive a refund of any money paid to Financial Services For America.

(8) Other Consumers

157. Several consumers have filed actions against Financial Services For America, Mortgage Help, Financial Help, and/or “Neal Van” in the Superior Court for not providing services and misrepresentations. They tend to follow a pattern. The consumer met with one of the Vanderpoels who promised a loan modification and/or a stop to foreclosure proceedings. Although the consumer made payments to the Defendants or Affiliated Companies, the bank obtained a judgment of foreclosure or the loan was not modified.

158. The Department and the Division have received additional, similar complaints from consumers who are not specifically identified in this Complaint and whose complaints describe similar fact patterns.

**B. CORPORATE STRUCTURES AND BANKING RELATIONSHIPS**

159. The Individual Defendants’ formation and abandonment of limited liability companies and the movement of funds from company to company is part of their deceptive and unconscionable commercial practices.

160. Specifically, as mentioned above, the Individual Defendants opened and maintained at least nine bank accounts in the names of the Corporate Defendants, the Judgment Debtors, and/or Affiliated Companies. They used these accounts to transfer money between the companies to avoid refunding consumer payments and/or remitting civil penalties to the Division. The Individual Defendants also misused the assets of the Corporate Defendants, the Judgment Debtors, and Affiliated Companies for personal expenses, including gambling debts, car payments, restaurant bills, court costs, and even the fees of a criminal defense lawyer.

161. The Individual Defendants would deposit consumer checks and money orders into accounts held in the names of the Corporate Defendants, Judgment Debtors, and Affiliated Companies.

162. Without clear business justification, the Individual Defendants then would transfer assets between the accounts of the Corporate Defendants, Judgment Debtors, and Affiliated Companies and/or deposit or direct funds addressed to one Corporate Defendant, Judgment Debtor, or Affiliated Company into an account of another Corporate Defendant, Judgment Debtor, or Affiliated Company. The Individual Defendants transferred and diverted assets from the accounts of the Corporate Defendants, Judgment Debtors, and Affiliated Companies to avoid payment of creditors (including government regulators), evade regulation, and benefit themselves financially.

163. Although Eileen P. Vanderpoel, Ryan Vanderpoel, and Neal J. Vanderpoel IV were trustees for Financial Services For America, they permitted consumers' checks and money orders payable to Financial Services For America to be deposited in bank accounts belonging to Financial Processing and Financial Help.

164. Checks and money orders payable to Financial Services For America were deposited into the Financial Help Account 1473 and Financial Processing Account 6760.

165. Furthermore, between April 2017 and December 2019, the Vanderpoels directed consumers who had contracted with Financial Services For America to make their checks payable to Tri-State, and withdrew funds from the nonprofit Financial Services For America's account and deposited the money into Tri-State Account 5191.

166. The Individual Defendants have deposited more than \$360,000.00 into Tri-State Account 5191.

167. The Individual Defendants also frequently withdrew cash, made debit card purchases, and wrote checks to themselves on banks accounts in the names of the Corporate Defendants, Judgment Debtors, and Affiliated Companies, to the detriment of consumers and creditors, including the State of New Jersey.

168. For instance, during 2016, \$12,200.00 was deposited in Mortgage Help and Loan Audits Account 6684 and Financial Services For America was the source of at least \$10,000.00 of these deposits.

169. Mortgage Help and Loan Audits Account 6684 was used to support Neal J. Vanderpoel II's gambling activities and personal spending. For example, \$8,315.00 was transferred from this account to TVG Network, Inc, an online horse-race betting business. In addition, there were check card and debit card withdrawals from Mortgage Help and Loan Audits Account 6684 in 2016 to Saratoga Race Course in Saratoga Springs, New York (a horse track), the Thoroughbred Restaurant in Lexington, Kentucky, and multiple restaurants in Hallandale, Florida, which is the home of Gulfstream Park Racing and Casino.

170. Mortgage Help and Loan Audits Account 6684 was also used for debit card purchases for restaurants, dry cleaning, and pet supplies, among other personal expenses.

171. Similarly, Financial Services For America Account 9955 was used to make payments to the Individual Defendants and other members of the Vanderpoel Family.

172. In addition to numerous checks payable to "cash," Eileen P. Vanderpoel, Ryan Vanderpoel, and Neal J. Vanderpoel IV permitted at least \$55,000 in cash withdrawals by way of ATM cards and debit card transactions from Financial Services For America Account 9955 from the time the account was opened through December 2019.

173. Financial Services For America Account 9955 also was used to pay student loans through Navient, college tuition and housing for a relative (Ithaca College and Thomas Jefferson University), pet expenses (Cedar Brooke Animal Hospital and N.J. Animal Control), automobile payments (Chase, Kia Motors, Laurel Auto, and Pinelands Auto), insurance (AFCO, Geico, Northeast, Plymouth Rock, Selective & Travelers), credit card payments (Credit One and Capitol One), dentist bills, propane (Penn Jersey), utility bills (PSE&G, Medford Heating, AC Electric, Water Well Services, Comcast, and Verizon), court costs (Waterford Township Municipal Court and Medford Lakes Municipal), and criminal defense lawyers, including Ross Gigliotti, Esq., for matters unrelated to the company.

174. The Individual Defendants further used Financial Help Account 1473, Financial Processing Account 6760, and Tri-State Account 5191 to pay personal expenses and travel costs.

175. For instance, checks drawn on Tri-State Account 5191 were used to pay automobile expenses (Kia Motors, Pinelands Auto), utilities (AC Electric, Comcast, Medford Heating, Penn-Jersey Propane, PSEG, Verizon, Xfinity), insurance (Ameri Health, Northeast Insurance, Plymouth Rock, Selective, Travelers), credit cards (Capital One, Credit One), college tuition (Thomas Jefferson University), Christmas gifts, and municipal fines and court costs (Evesham Municipal Court, Medford Municipal Court, Southampton Municipal Court, Waterford Township Municipal Court).

176. The debit card associated with Financial Processing Account 6760 was used to pay for airline tickets (American Airlines, Frontier Airlines), hotels (Days Inn, La Quinta Inn, Hotel DuPont-Wilmington) restaurants, clothing (Men's Wearhouse), rental cars (Enterprise), pets (Healthy Pet), retail establishments (Best Buy, Shop-Rite, Walmart, Costco, Rite Aid, Mikado) and Vacation Homes of Key West.

177. The Individual Defendants took actions such as the transfer of assets from Financial Help to avoid debts owed to the State of New Jersey and to consumers.

178. After receiving the Division's Notice of Violation to Financial Help in July 2016, Neal J. Vanderpoel II quickly formed the Financial Processing LLC, to continue operations and opened a bank account for the entity to shield assets from creditors.

179. Neal J. Vanderpoel II transferred assets from Financial Help Account 1473 to Financial Processing Account 6760 in July and August 2016 instead of paying restitution to consumers or any penalties owed (and still owed) to the Division.

180. As described above, the Vanderpoels' debt adjustment business, although conducted through many different business names and business entities, has at all times been one common enterprise with one common identity, with the various business names and business entities used interchangeably and with respect for the distinctions between different entities disregarded. Therefore, all liability for the violations described herein should be joint and several among the Defendants.

## COUNT I

### **VIOLATION OF THE CFA BY ALL DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES AND DECEPTION)**

181. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

182. The CFA prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise....  
[N.J.S.A. 56:8-2.]

183. The CFA defines “person” as including “any natural person or his legal representative, partnership, corporation, company, trust, business entity or association, and any agent, employee, salesman, partner, officer, director, member, stockholder, associate, trustee or cestius que trustent thereof.” N.J.S.A. 56:8-1(c). Defendants are “persons” as defined by the CFA.

184. The CFA defines “merchandise” as including “any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale.” N.J.S.A. 56:8-1(c). At all relevant times, Defendants have been engaged in the advertisement and sale of merchandise within the meaning of N.J.S.A. 56:8-1(c) including, but not limited to, loan modification services, debt adjustment services, and performance of loan audits.

185. N.J.S.A. 56:1-2, which prohibits a person from conducting business under an assumed name that is not registered, provides in pertinent part:

No person shall conduct or transact business under any assumed name, or under any designation, name or style, corporate or otherwise, other than the real name or names of the individual or individuals conducting or transacting such business, unless such person shall file a certificate in the office of the clerk of the county or counties in which such person conducts or transacts, or intends, or intends to conduct or transact, such business, together with a duplicate thereof for filing in the office of the Secretary of State, as provided in section 56:1-3 of this Title.

[N.J.S.A. 56:1-2.]

186. Pursuant to N.J.S.A. 56:1-5, corporations are exempted from the requirements of N.J.S.A. 56:1-2; individuals and limited liability companies must register their assumed names.

187. The Individual Defendants have engaged in unconscionable commercial practices and deception in their individual capacity, through the Corporate Defendants and as the owners, managers, employees, representatives and agents of the Corporate Defendants.

188. At varying times, the Defendants, acting through their agents, employees and/or representatives, including the Individual Defendants, have engaged in unconscionable commercial practices and deception, including, but not limited to, the following:

- a. Presenting Financial Services For America to the public as a nonprofit entity, but entering into contracts and providing services through for-profit limited liability companies owned by the Individual Defendants;
- b. Falsely promising consumers a “guaranteed” result or modification, that was neither guaranteed nor available;
- c. Promising to modify consumers’ mortgages and then failing to do so;
- d. Advising consumers to stop paying their mortgages and while paying Defendants’ monthly charges;
- e. Advising consumers to stop paying their mortgages and causing them to fall further behind, leading to foreclosure filings and bankruptcies;
- f. Accepting payment from consumers and then failing to provide consumers with the contracted-for loan modification assistance;
- g. Presenting consumers with pre-printed form contracts for services which did not reflect their oral promises and representations as to the services to be provided;
- h. Failing to provide consumers with promised/advertised refunds when Defendants failed to provide the contracted-for loan modification assistance or consumers could not pay in full;
- i. Providing consumers with confusing and conflicting contract forms;
- j. Failing to respond to consumer complaints, inquiries and/or request for refunds in a timely manner, or at all;
- k. Depositing consumers’ checks into bank accounts belonging to other corporate entities and using the money for the personal expenses;
- l. Failing to correctly identify the corporate entity providing the services;

- m. Assuring distressed homeowners that negotiations were ongoing with the lenders and services when they were not;
- n. Threatening to add late fees if payments were not paid on time;
- o. Causing consumers to forfeit all payments made when they could not keep up with the payment schedules;
- p. Allowing representatives to use false names such as “Neal Van” or “Ryan Van” when corresponding with consumers, entering into contracts and speaking with consumers;
- q. Charging consumers up-front fees or excessive fees, which are not permitted under the Debt Adjustment Act;
- r. Failing to disburse consumer funds to the appropriate creditors within ten days of receipt in violation of the Debt Adjustment Act;
- s. Failing to maintain a trust account in violation of the Debt Adjustment Act;
- t. Failing to maintain a trust account ledger book in violation of the Debt Adjustment Act;
- u. Failing to register Tri-State as a foreign company in New Jersey and/or alternative names with the county and State;
- v. Accepting payments for loan audits and using the money for the personal expenses of the Individual Defendants;
- w. Providing unlicensed debt adjustment services; and
- x. Charging excessive fees in violation of the Debt Adjustment Act.

189. As a result of Defendants’ unconscionable practices, consumers often forfeited all monies paid to Defendants, were forced to spend additional time and money to try to remain in their homes, forced to file for bankruptcy, lost their homes in foreclosure, and/or were forced to modify their loans on less favorable terms.

190. At varying times, each of the Defendants engaged in conduct to advance the common enterprise and the violations of the CFA.

191. Each unconscionable commercial practice and/or act of deception by Defendants constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

## **COUNT II**

### **VIOLATION OF THE CFA BY ALL DEFENDANTS (FALSE PROMISES AND MISREPRESENTATIONS)**

192. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

193. The Individual Defendants have engaged in false promises and misrepresentations in their individual capacity, through the Corporate Defendants and as the owners, managers, employees, representatives and agents of the Corporate Defendants. In the operation of their business, at varying times the Defendants, acting through their agents, employees and/or representatives, including the Individual Defendants, have made false promises and/or misrepresentations to consumers, including, but not limited to:

- a. Representing to consumers that Financial Services For America was a “top non-profit loan audit and modification company” when such was not the case and the payments for services were directed to other, for-profit entities;
- b. Representing to consumers that “[w]e don’t cost you money, we save you money and your home” when Defendants charged fees for their services, consumers paid costs and some lost their homes;
- c. Promising consumers a “guaranteed modification” when such was not the case;
- d. Representing to consumers that they would get their interest rate reduced to 2% per annum when such was not the case;
- e. Representing to consumers that a “Forensic Audit Report” or “Forensic Audit”) would assist consumers in mortgage modification when such was not the case;
- f. Representing to consumers that they would prepare a “Complete Loan Investigation, Comprehensive Restructured Loan Package, New Term’s agreement” when such was not the case;

- g. Representing to consumers that they would not get a loan modification from a bank if they continued to make their mortgage payments so they would be better off by making payments to Defendants when such was not the case;
- h. Representing to consumers that they would review their loan documents searching for violations of State and Federal laws when such was not the case;
- i. Representing to consumers that a licensed debt adjuster would help them with a mortgage modification when non-existent or unlicensed entities were performing the services;
- j. Representing to consumers that they were entering into contracts with a nonprofit entity when their contracts would be with for-profit companies owned by the Individual Defendants;
- k. Representing to consumers that the company would “help people to stay in their homes” and to “secure a future for themselves and loved ones” when such is not the case;
- l. Claiming to “provide the most extensive and thorough examination” of loan documentation and that the company was “specialized to find any and all violations” in a mortgage loan when such is not the case;
- m. Promising to refund consumers their money if they cannot obtain a modification and failing to do so;
- n. Allowing representatives to use false names such as “Neal Van” or “Ryan Van” when corresponding with consumers, entering into contracts and speaking with consumers;
- o. Representing to consumers that lenders would reduce the amount of principal owed to them by borrowers when such was not the case;
- p. Misrepresenting their corporate identities; and
- q. Representing that Tri-State is a New Jersey business on its website when it is not.

194. At varying times, each of the Defendants engaged in conduct to advance the common enterprise and the violations of the CFA.

195. Defendants’ conduct constitutes multiple false promises and/or misrepresentations and each is a violation of the CFA, N.J.S.A. 56:8-2.

**COUNT III**

**VIOLATION OF THE ADVERTISING REGULATIONS BY ALL DEFENDANTS**

196. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

197. The Advertising Regulations, N.J.A.C. 13:45A-9.1 to -9.8, promulgated pursuant to the CFA, govern general advertising practices.

198. Specifically, the Advertising Regulations provide, in pertinent part:

(a) Without limiting the application of [the CFA], the following practices shall be unlawful with respect to all advertisements:

. . .

9. The making of false or misleading representations concerning the reasons for, existence or amounts of price reductions, the nature of an offering or the quantity of advertised merchandise available for sale.

[N.J.A.C. 13:45A-9.2(a)(9).]

199. The Advertising Regulations define an advertisement as follows:

“Advertisement” means any attempt by an advertiser, other than by use of a price tag, catalog or any offering for the sale of a motor vehicle subject to the requirements of N.J.A.C. 13:45A-26A, to directly or indirectly induce the purchase or rental of merchandise at retail, appearing in any newspaper, magazine, periodical, circular, in-store or out-of-store sign or other written matter placed before the consuming public, or in any radio broadcast, television broadcast, electronic medium or delivered to or through any computer.

[N.J.A.C. 13:45A-9.1.]

200. The Advertising Regulations define “Advertiser” as “any person as defined by N.J.S.A. 56:8-1(d) who in the ordinary course of business is engaged in the sale or rental of

merchandise at retail and who placed, either directly or through an advertising agency, an advertisement before the public.” N.J.A.C. 13:45A-9.1.

201. The Individual Defendants have engaged in unconscionable commercial practices and deception in their individual capacity, through the Corporate Defendants, and as the owners, managers, employees, representatives and agents of the Corporate Defendants.

202. Financial Services For America and Tri-State are advertisers and have placed advertisements before the public. Defendants’ advertisements included directed mail campaigns and the maintenance of websites.

203. Defendants, acting through their agents, employees and/or representatives, including the Individual Defendants, maintained the Financial Services For America Website, which made false or misleading representations that violated the Advertising Regulations, including, but not limited to, by doing the following:

- a. Representing that Financial Services For America could help save a consumer’s home with a “Guaranteed MODIFICATION!”, when such is not the case;
- b. Representing that Financial Services For America has a “98% customer satisfaction rate” without explanation of how the rate was determined, which is misleading;
- c. Representing that “A 98% customer satisfaction rate is something that we have always been, and are STILL quite proud of!” without explanation how the rate was determined, which is misleading;
- d. Representing the New Jersey Debt Adjusters license from the Department with the address of the company removed to conceal the home address of Eileen P. Vanderpoel and Neal J. Vanderpoel II, which is misleading; and
- e. Representing the New Jersey debt adjuster license but presenting contracts to consumers with different companies and performing services through different companies, which is misleading.

204. On the Tri-State Website, the company lists its address as 4 Linda Lane, Ste A, Southampton, New Jersey 08088 and telephone number as (609) 388-4845, which is the same address and telephone number that appears on the Financial Services For America Website.

205. The Defendants, acting through their agents, employees and/or representatives, including the Individual Defendants, maintained the Tri-State Website, which made false or misleading representations that violated the Advertising Regulations, including, but not limited to, by doing the following:

- a. Representing an image of the outside of a building, an image of an office, and a Google Map image of 4 Linda Lane, Southampton, New Jersey 08088 as representing Tri-State's location when Tri-State is a Pennsylvania company and is not registered to do business in New Jersey;
- b. Failing to disclose that it Tri-State not a licensed debt adjuster in New Jersey;
- c. Misleadingly representing "that Tri-State can obtain debt relief or cancellation for persons who are currently participating in a bankruptcy or help them to avoid payment of Trustee fees; and
- d. Misleadingly suggesting that Tri-State offers services designed to address hardships caused by the COVID-19 pandemic.

206. At varying times, Defendants, acting through their agents, employees and/or representatives, including the Individual Defendants, sent advertisements via the U.S. mail to consumers which made false or misleading representations that violated the Advertising Regulations, including, but not limited to, by doing the following:

- a. Representing that Financial Services For America "is a top non-profit loan audit and modification company offering assistance in mortgage loss mitigation" when such is not the case;
- b. "Misleadingly representing that it is in the lender's best interest to keep you in your home" when it may be in the lender's interest to foreclose on its loan collateral; and

- c. Misleadingly representing that “we don’t cost you money, we save you money and your home” when Defendants do charge for their services and consumers do lose their homes in foreclosure.

207. At varying times, each of the Defendants engaged in conduct to advance the common enterprise and the violations of the CFA.

208. Defendants’ conduct constitutes multiple violations of the Advertising Regulations, specifically N.J.A.C. 13:45A-9.2(a)(9), each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-2.

#### **COUNT IV**

##### **VIOLATION OF THE CFA BY ALL DEFENDANTS (FAILURE TO PROVIDE A SIGNED COPY OF THE CONTRACT)**

209. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

210. The CFA requires that consumers be provided with full and accurate copies of documents presented to them for signature. Specifically N.J.S.A. 56:8-2.22 provides that it shall be an unlawful practice for a person in connection with a sale of merchandise “to require or request the consumer to sign any documents as evidence or acknowledgement of the sales transaction . . . unless he shall at the same time provide the consumer with a full and accurate copy of the document so presented for signature. . . .”

211. At varying times, Defendants or their representatives met with consumers in their homes.

212. At varying times, Defendants or their representatives would require the consumers to sign Sales Forms that evidenced the sales transaction.

213. At varying times, Defendants or their representatives failed to provide consumers with full and accurate copies of the Sales Forms so presented to the consumer for signature.

214. At varying times, each of the Defendants engaged in conduct to advance the common enterprise and the violations of the CFA.

215. Each instance where a consumer was not provided with a full and accurate copy for signature constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.22.

### **COUNT V**

#### **VIOLATION OF THE CFA BY ALL DEFENDANTS (BAIT AND SWITCH)**

216. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

217. The CFA, specifically N.J.S.A. 56:8-2.2, prohibits “the advertisement of merchandise as part of a plan or a scheme not to sell the item or service so advertised or not to sell the same at the advertised price”; this is commonly known as “bait and switch.”

218. The Individual Defendants have engaged in bait and switch in their individual capacity, through the Corporate Defendants and the Affiliated Companies, and as the owners, managers, employees, representatives and agents of the Corporate Defendants and the Affiliated Companies.

219. Defendants have engaged in unlawful bait and switch by representing in their advertisements, direct mailings and websites that they provide loan modification services, when in fact, once they or their representatives meet with consumers they offer various other services in place of the advertised loan modification services.

220. At varying times, the Defendants, acting through their agents, employees and/or representatives, including the Individual Defendants, sent letters to consumers stating that Financial Services For America is a nonprofit licensed debt adjuster and can help them obtain a loan modification.

221. Once inside the consumers' homes, the Defendants, or their representatives would present consumers with pre-printed form contracts to purchase mortgage compliance analysis reports or forensic loan audits.

222. These pre-printed form contracts state the "Company" with whom consumers are contracting for services is a New Jersey limited liability company.

223. The pre-printed form contracts state that the Company is not acting in the capacity as a loan modification company, as originally advertised or represented.

224. Thus, the Defendants, acting through their agents, employees and/or representatives, including the Individual Defendants, baited consumers with promises of mortgage loan modifications through a non-profit debt adjuster and switched them into mortgage compliance analysis reports or forensic audits with a private limited liability company.

225. Defendants and the Affiliated Companies performed or were contracted to perform the mortgage compliance analysis reports, forensic audits or unlicensed debt adjustment services.

226. At varying times, the Defendants failed to disclose to consumers the actual identity of the company or Defendant who was performing services.

227. At varying times, after the consumers paid the full amount for the mortgage compliance analysis reports or forensic loan audits, they were informed that they needed a "profit and loss statement" at an additional cost.

228. Defendants, acting through their agents, employees and/or representatives, including the Individual Defendants, would then charge an additional fee if up to \$800 for the "profit and loss statement" which is part of a scheme not to sell the items so advertised.

229. At varying times, each of the Defendants engaged in conduct to advance the common enterprise and the violations the CFA.

230. Each instance where Defendants advertised or solicited loan modification services as part of a plan or scheme not to sell loan modification services or as part of a plan or scheme to sell mortgage analysis compliance reports or forensic loan audits constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.2.

### **COUNT VI**

#### **VIOLATION OF THE CFA BY ALL DEFENDANTS (FALSE SOLICITATION BY OR ON BEHALF OF A NONPROFIT)**

231. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

232. The CFA, specifically N.J.S.A. 56:8-2.7, prohibits the sale or “offer for sale [of] any goods, wares, merchandise or services, by telephone or otherwise, where it has been falsely represented by such person or where such consumer has been falsely led to believe that such person is soliciting by or on behalf of any charitable or nonprofit organization. . . .”

233. Defendants, acting through their agents, employees and/or representatives, including the Individual Defendants, sent out mailings to consumers stating that it is a “non-profit loan audit and modification company offering assistance in mortgage loss mitigation.”

234. The “About Our Company” page on Financial Services For America Website’s stated that “Financial Services For America is a non-profit organization.”

235. Once inside the consumers’ homes, Neal J. Vanderpoel II, Ryan Vanderpoel, Neal J. Vanderpoel IV, or other representatives of the Defendants would present consumers with pre-printed form contracts to purchase mortgage compliance analysis reports or forensic loan audits.

236. At varying times, Financial Services For America's pre-printed form contracts state the "Company" with whom consumers are contracting for services is actually a New Jersey limited liability company, not the nonprofit entity.

237. At varying times, the Defendants solicited consumers with promises of mortgage loan modifications through a nonprofit debt adjuster and switched them into mortgage compliance analysis reports or forensic audits with a for profit limited liability company.

238. At varying times, Defendants employees, agents or representatives, including the Individual Defendants, deposited checks and money orders made payable to the nonprofit Financial Services For America into bank accounts belonging to for profit limited liability companies, including Financial Help and Financial Processing.

239. At varying times, Financial Services For America's employees, agents or representatives directed consumers to make checks and money orders payable to for profit limited liability companies, including Financial Help, Financial Processing, or Tri-State when the consumers thought that they were working with the nonprofit Financial Services For America.

240. At varying times, each of the Defendants engaged in conduct to advance the common enterprise and violations of the CFA.

241. Each instance in which Defendants advertised or solicited loan services and a consumer was lead to believe that such was on behalf of the nonprofit Financial Services For America, but Defendants were actually advertising or soliciting on behalf of a private for- profit company, constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.7.

## **COUNT VII**

### **VIOLATION OF THE CFA BY ALL DEFENDANTS (CAUSING INJURY TO SENIOR CITIZENS AND DISABLED PERSONS)**

242. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

243. The CFA, N.J.S.A. 56:8-14.3, provides for additional penalties for pecuniary injury to a senior citizen or a person with a disability. It provides:

a. In addition to any other penalty authorized by law, a person who violated [the CFA] shall be subject to additional penalties as follows:

- (1) A penalty of not more than \$10,000 if the violation caused the victim of the violation pecuniary injury and the person knew or should have known that the victim is a senior citizen or a person with a disability; or
- (2) A penalty of not more than \$30,000 if the violation was part of a scheme, plan or course of conduct directed at senior citizens or persons with disabilities in connection with sales or advertisements.

[N.J.S.A. 56:8-14.3.a.]

244. The CFA defines a “senior citizen” as natural person 60 years of age or older. N.J.S.A. 56:8-14.2.

245. The CFA defines a “person with a disability” as follows:

[A] natural person who has a physical disability, infirmity, malformation, or disfigurements which is caused by bodily injury, birth defect, or illness including epilepsy, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness of physical impairment, deafness or deaf-blindness or hearing impairment, inability to speak or speech impairments, or physical reliance on a service animal, wheelchair, or other remedial appliance or device, or from any mental, psychological, or developmental disability resulting from anatomical psychological, physiological or neurological conditions which prevents the normal exercise or any bodily or mental functions or is demonstrable, medically or psychologically, by accepted clinical or laboratory diagnostic techniques.

[N.J.S.A. 56:8-14.2.]

246. At all relevant times representatives, agents or employees of the Defendants and the Affiliated Companies, met in person with consumers and asked questions about the consumers’ circumstances.

247. At varying times, the Defendants acting through their agents, employees and/or representatives, including the Individual Defendants, collected detailed personal information from the consumers, including documentation of Social Security benefits, pension income and other information that is indicative of the age of the consumers. The Defendants or their representatives, agents or employees processed applications and reviewed loan documentation that often included the dates of birth or ages of the consumers.

248. At varying times, the Defendants acting through their agents, employees and/or representatives, including the Individual Defendants, prepared and/or reviewed “hardship applications” for consumers seeking mortgage modifications and debt adjustments. The consumers included medical information regarding their physical disabilities, infirmities, bodily injuries, and/or illnesses in their hardship applications.

249. At varying times, Defendants, acting through their agents, employees and/or representatives, including the Individual Defendants, met in person with consumers and due to the consumers’ age and/or appearance and/or statements made by the consumers, the Defendants had actual or constructive knowledge that some consumers were senior citizens age 60 or older and/or were persons with disabilities.

250. The Defendants, acting through their agents, employees and/or representatives, including the Individual Defendants, knew or should have known that many of the victims of their fraudulent activities were age 60 or older or were persons with disabilities.

251. At varying times, each of the Defendants engaged in conduct to advance the common enterprise and the violations of CFA.

252. Such conduct constitutes multiple violations of the CFA, and each instance where Defendants engaged in deceptive practices in connection with their sale services and caused

pecuniary injuries to senior citizens or persons with disabilities entitles Plaintiffs to recover additional penalties provided by N.J.S.A. 56:8-14.3.

### **COUNT VIII**

#### **VIOLATION OF THE DEBT ADJUSTMENT ACT BY DEFENDANTS (OVERCHARGING)**

253. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

254. Pursuant to N.J.S.A. 17:16G-6(a), a debt adjuster may charge a fee to cover the cost of providing debt adjustment services.

255. Pursuant to N.J.A.C. 3:25-1.2(a)(1), the fee for debt adjustment shall not exceed one percent of the gross monthly income of the client and in no case shall exceed \$25.00 in any one month.

256. Pursuant to N.J.A.C. 3:25-3.1(a)(1), the Commissioner may revoke, suspend or refuse to issue or renew a license if, after notice and hearing, the Commissioner determines that the licensee violated any provision of the Debt Adjustment Act.

257. Pursuant to N.J.A.C. 3:25-1.2(a)(7), the Commissioner may revoke, suspend or refuse to issue or renew a license if, after notice and hearing, the Commissioner determines that the licensee or demonstrated unworthiness, incompetence, bad faith or dishonesty in transacting business or otherwise.

258. Defendants, using various corporate names and structures, routinely charged New Jersey consumers \$3,200.00 or more to prepare a "Forensic Audit Report" which would purportedly assist consumers in their mortgage modifications.

259. The “Forensic Audit Report” is a report which Defendants generated using third-party compliance software, and said “Forensic Audit Report” allegedly provides a summary of a mortgage loan’s compliance with federal and state laws.

260. Defendants, rarely, if ever, reviewed the consumers’ underlying notes or mortgage instruments and were not qualified to render opinions as to the legality of a consumer’s mortgage.

261. The “Forensic Audit Report” did not in fact assist New Jersey consumers with their mortgage modifications, as promised by Defendants.

262. A \$3,200.00 fee charged and collected by Defendants for a “Forensic Audit Report” grossly exceeds the fee cap of \$25.00 per month under the Department’s regulations, specifically, N.J.A.C. 3:25-1.2(a)(1).

263. From January 1, 2015, through February 5, 2017, Financial Services For America charged at least 556 New Jersey consumers with excessive fees in the manner described above.

264. From January 1, 2015, through February 5, 2017, the Individual Defendants and Financial Services For America, acting through its agents, employees and/or representatives, including the Individual Defendants, illegally collected at least \$1,359,350.00 in excessive fees in the manner described above.

265. This conduct has continued since February 1, 2017, affecting a currently unknown number of consumers, in a dollar amount that is currently unknown.

266. By charging at least 556 New Jersey consumers excessive fees of \$3,200.00 or more for debt adjustment services, Defendants violated N.J.S.A. 17:16G-6(a), N.J.S.A. 17:16G-8, N.J.A.C. 3:25-1.2(a)(1), N.J.A.C. 3:25-3.1(a)(1), and N.J.A.C. 3:25-3.1(a)(7).

267. At varying times, each of the Defendants engaged in conduct to advance the common enterprise and the violations of the Debt Adjustment Act.

268. Each act of charging excessive fees is a separate violation of the Debt Adjustment Act.

### **COUNT IX**

#### **VIOLATION OF THE DEBT ADJUSTMENT ACT BY DEFENDANTS (FAILURE TO DISBURSE CONSUMER FUNDS)**

269. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

270. Pursuant to N.J.S.A. 17:16G-9(a), every licensee acting as a debt adjuster shall disburse to the appropriate creditors all funds received from a debtor, less any fees permitted by N.J.S.A. 17:16G-6, within 10 days of receipt of those funds.

271. Instead of disbursing the consumers' funds to the creditors, Defendants retained these funds for their own use and benefit.

272. From January 1, 2015, through February 5, 2017, Financial Services For America collected funds from at least 556 New Jersey consumers and failed to disburse the collected funds to the appropriate creditors.

273. This conduct has continued since February 1, 2017, affecting a currently unknown number of consumers, in a dollar amount that is currently unknown.

274. By failing to disburse consumer funds to the appropriate creditors within 10 days of receipt of those funds, Defendants violated N.J.S.A. 17:16G-9(a), N.J.S.A. 17:16G-8, N.J.A.C. 3:25-3.1(a)(1), and N.J.A.C. 3:25-3.1(a)(7).

275. At varying times, each of the Defendants engaged in conduct to advance the common enterprise and the violations of the Debt Adjustment Act.

276. Each such act of failure to disburse consumers' funds is a separate violation of the Debt Adjustment Act.

**COUNT X**

**VIOLATION OF THE DEBT ADJUSTMENT ACT BY DEFENDANTS  
(FAILURE TO MAINTAIN A TRUST ACCOUNT)**

277. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

278. Pursuant to N.J.S.A. 17:16G-9(b), every debt adjuster shall maintain a separate trust account in a qualified bank as defined in N.J.S.A. 17:9A-1(12), in the name of the debt adjuster for the benefit of the debtors serviced by the debt adjuster.

279. Neal J. Vanderpoel IV opened Financial Services For America Trust Account 9963 with T.D. Bank on November 13, 2013.

280. After opening Financial Services For America Trust Account 9963, Defendants did not make any additional deposits to Financial Services For America Trust Account 9963 after the initial deposit.

281. T.D. Bank charged a \$25 per month maintenance fee to Financial Services For America Trust Account 9963.

282. Financial Services For America Trust Account 9963's balance was reduced from \$500 on January 1, 2014 to \$0 by September 30, 2015 at which point T.D. Bank closed the account.

283. Financial Services For America did not open or maintain a new trust account after T.D. Bank closed Financial Services For America Trust Account 9963.

284. Financial Services For America did not deposit any of the consumers' funds into a separate trust account in a qualified bank.

285. At varying times, Financial Services For America deposited money received from consumers into Defendants' business operating accounts instead of depositing them into a separate trust account in a qualified bank.

286. Tri-State did not open or maintain a trust account for the benefit of debtors.

287. At varying times, Tri-State deposited consumers' funds into business operating accounts instead of depositing them into a separate trust account in a qualified bank.

288. At varying times, Tri-State deposited funds from consumers into its T.D. Bank business operating account, Tri-State Account 5191.

289. Financial Processing did not open or maintain a trust account for the benefit of debtors.

290. At varying times, Financial Processing deposited funds from consumers into its T.D. Bank business operating account, Financial Processing Account 6760 instead of depositing them into a separate trust account in a qualified bank.

291. Mortgage Help and Loan Audits did not maintain a trust account.

292. Eileen P. Vanderpoel, Ryan Vanderpoel and Neal J. Vanderpoel IV were trustees of Financial Services For America and permitted the diversion of funds from the trust account into business accounts.

293. Neal J. Vanderpoel II was the owner and managing member of Financial Processing and deposited consumer funds into business accounts.

294. Neal J. Vanderpoel IV was the owner and managing member of Tri-State and deposited consumer funds into business accounts.

295. Neal J. Vanderpoel II was the owner of Mortgage Help and Loan Audits and did not maintain a trust account.

296. At varying times, each of the Defendants engaged in conduct to advance the common enterprise and the violations of the Debt Adjustment Act.

297. By failing to maintain a separate trust account in a qualified bank for the benefit of the debtors, Defendants violated N.J.S.A. 17:16G-9(b), N.J.S.A. 17:16G-8, N.J.A.C. 3:25–3.1(a)(1), and N.J.A.C. 3:25–3.1(a)(7).

### **COUNT XI**

#### **VIOLATION OF THE DEBT ADJUSTMENT ACT BY DEFENDANTS (FAILURE TO MAINTAIN A LEDGER BOOK)**

298. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein

299. Pursuant to N.J.S.A. 17:16G-9(c), every debt adjuster shall maintain an appropriate ledger book for the trust account required by subsection N.J.S.A. 17:16G-9(b), having at least one single page for each debtor, with appropriate entries of all deposits into and disbursements from each debtor's account, including copies of all records showing disbursements to creditors and receipts from debtors, which ledger book and records shall be maintained in accordance with generally accepted accounting principles for not less than six years following the close of each debtor's account.

300. At all relevant times, Defendants failed to maintain an appropriate ledger book for the trust account required by N.J.S.A. 17:16G-9(b), having at least one single page for each debtor, with appropriate entries of all deposits into and disbursements from each debtor's account, including copies of all records showing disbursements to creditors and receipts from debtors, which ledger book and records shall be maintained in accordance with generally accepted accounting principles for not less than six years following the close of each debtor's account.

301. At varying times, each of the Defendants engaged in conduct to advance the common enterprise and the violations of the Debt Adjustment Act.

302. By failing to maintain an appropriate ledger book for the trust account, Defendants violated N.J.S.A. 17:16G-8, N.J.S.A. 17:16G-9(c), N.J.A.C. 3:25–3.1(a)(1), and N.J.A.C. 3:25–3.1(a)(7).

## **COUNT XII**

### **VIOLATION OF THE DEBT ADJUSTMENT ACT BY DEFENDANTS (UNLICENSED ACTIVITY)**

303. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein

304. Pursuant to N.J.S.A. 17:16G-2(a) and (b), no person other than a nonprofit social service agency or a nonprofit consumer credit counseling agency licensed by Commissioner shall act as a debt adjuster.

305. A debt adjuster is a person who performs a type of service; It is defined as follows:

(2) Debt adjuster means a person who either (a) acts or offers to act for a consideration as an intermediary between a debtor and his creditors for the purpose of settling, compounding, or otherwise altering the terms of payment of any debts of the debtor, or (b) who, to that end, receives money or other property from the debtor, or on behalf of the debtor, for payment to, or distribution among, the creditors of the debtor. (2) The following persons shall not be deemed debt adjusters: (a) an attorney-at-law of this State who is not principally engaged as a debt adjuster; (b) a person who is a regular, full-time employee of a debtor, and who acts as an adjuster of his employer's debts; (c) a person acting pursuant to any order or judgment of court, or pursuant to authority conferred by any law of this State or the United States; (d) a person who is a creditor of the debtor, or an agent of one or more creditors of the debtor, and whose services in adjusting the debtor's debts are rendered without cost to the debtor; or (e) a person who, at the request of a debtor, arranges for or makes a loan to the debtor, and who, at the authorization of the debtor, acts as an adjuster of the debtor's debts

in the disbursement of the proceeds of the loan, without compensation for the services rendered in adjusting those debts.

[N.J.S.A. 17:16G-1(c).]

306. At various times, Defendants sold or performed debt adjustment services through Financial Processing, Tri-State and/or Mortgage Help and Loan Audits.

307. Financial Processing, Tri-State and/or Mortgage Help and Loan Audits, are for-profit entities.

308. Financial Processing, Tri-State and/or Mortgage Help and Loan Audits, were never licensed as debt adjusters in New Jersey.

309. Tri-State is a Pennsylvania company and was never registered to do any business in New Jersey.

310. Neal J. Vanderpoel II, Eileen P. Vanderpoel, Ryan Vanderpoel and Neal J. Vanderpoel IV have acted or offered to act as intermediaries between debtors and creditors for a fee.

311. Neal J. Vanderpoel II, Eileen P. Vanderpoel, Ryan Vanderpoel, Neal J. Vanderpoel IV, Financial Processing, acting through its agents, employees and/or representatives, including the Individual Defendants, Tri-State, acting through its agents, employees and/or representatives, including the Individual Defendants, and Mortgage Help and Loan Audits, acting through its agents, employees and/or representatives, including the Individual Defendants, have engaged in debt adjustment activity within the scope of the Debt Adjustment Act without first obtaining a license from the Commissioner, in violation of N.J.S.A. 17:16G-2.

312. At varying times, each of the Defendants engaged in conduct to advance the common enterprise and the violations of the Debt Adjustment Act.

313. By providing debt adjustment services in New Jersey without being licensed to do so and through unregistered business names, Neal J. Vanderpoel II, Eileen P. Vanderpoel, Ryan Vanderpoel, Neal J. Vanderpoel IV, Financial Processing, Tri-State, and Mortgage Help and Loan Audits violated N.J.S.A. 17:16G-2(b), N.J.S.A. 17:16G-8, N.J.S.A. 56:1-2, N.J.A.C. 3:25–3.1(a)(1), and N.J.A.C. 3:25–3.1(a)(7).

### **COUNT XIII**

#### **FINANCIAL SERVICES FOR AMERICA’S VIOLATION OF THE NEW JERSEY NONPROFIT CORPORATION ACT (DECEPTIVE PRACTICES AND CONDUCTING ACTIVITIES PREJUDICIAL TO THE PUBLIC)**

314. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

315. Among the underlying purposes of the Nonprofit Corporation Act is “to provide a general corporate form for the conduct of lawful, nonprofit activities.” N.J.S.A. 15A:1-1(c)(2).

316. No nonprofit corporation is not permitted to conduct activities in this State using an alternate name, including an abbreviation of its corporate name or acronym, unless:

- (1) It also uses its actual corporate name in the transaction of any of its activities in a manner as not to be deceptive as to its actual identity; or
- (2) It has been authorized to conduct activities in this State using the alternate name as provided in subsection c. of section 15A:2-2; or
- (3) It has first registered the alternate name as provided in this section.

[N.J.S.A. 15A:2-3a.]

317. The Nonprofit Corporation Act permits the Attorney General to seek dissolution of a nonprofit corporation as follows:

- a. The Attorney General may bring an action in the Superior Court for dissolution of a corporation upon the ground that the corporation:
  - (1) Has procured its organization through fraudulent misrepresentation or concealment of a material fact; . . .

(5) Has repeatedly conducted its business in an unlawful manner; . . .

(9) Is conducting its activities in violation of its certificate of incorporation or, . . .

(11) Is conducting activities in a manner which is prejudicial to the public.

[N.J.S.A. 15A-12-11(a)(1), (5), (9), and (11).]

318. The Nonprofit Corporation Act further permits the Attorney General to seek the appointment of a receiver as follows:

(a) A receivership action may be brought in the Superior Court by . . .

(4) the Attorney General. . . .

(b) The action shall be based upon at least one of the following grounds:

(4) The activities of the corporation are being conducted in violation of its certificate of incorporation . . .

(7) if brought by the Attorney General, that the continued conduct of activities by the corporation is prejudicial to the public. . . .

[N.J.S.A. 15A-14-2(a)(4), (b)(4) and (7).]

319. Financial Services For America's certificate of incorporation was filed with DORES and provides that it is a nonprofit corporation with a business purpose of debt adjustment and mortgage modification.

320. Financial Services For America's by-laws, Section 2.01, provide that the purposes of the corporation are "exclusively charitable, educational, or religious within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986," even though the Internal Revenue Service has not granted Financial Services For America tax-exempt status under Section 501(c)(3).

321. Although Financial Services For America has not registered any alternative names with the State, Financial Services For America conducted transactions under the moniker of

“FS4A,” “Financial Services For America, a New Jersey LLC,” and “Financial Services For America, LLC,” which is deceptive to the public. Financial Services For America has engaged with consumers as Financial Help For America, LLC without disclosing its actual corporate name. Financial Services For America has acted through shell companies, including Tri-State which advertises its services on the Tri-State Website using photos and contact information for Financial Services For America.

322. Financial Services For America has conducted its debt adjustment and mortgage modification services through non-licensed entities in violation of its certificate of incorporation and in violation of the Debt Adjustment Act.

323. Financial Services For America has carried out its activities in such as manner as to cause prejudice to the public, including by allowing its employees and agents to use false and fictitious names and by allowing the Vanderpoel Family to benefit personally from its assets.

324. Based upon the conduct alleged herein, dissolution of Financial Services For America is appropriate, as provided by the Nonprofit Corporation Act, specifically N.J.S.A. 15A-12-11(a)(1),(5).

325. Based upon Defendants’ conduct, the appointment of a receiver is appropriate, as provided by the Nonprofit Corporation Act, specifically N.J.S.A. 15:14-2(b)(7).

#### **COUNT XIV**

#### **VIOLATIONS OF THE CFA, THE ADVERTISING REGULATIONS AND DEBT ADJUSTMENT ACT BY NEAL J. VANDERPOEL II**

326. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

327. At all relevant times, Neal J. Vanderpoel II has been an owner, member, manager, director, and/or representative of Financial Services For America, Financial Processing, Tri-State

Financial, and Mortgage Help and Loan Audits, Mortgage Help and Financial Help and has controlled, directed and/or participated in the management and operation of those entities, including the conduct alleged in this Verified Complaint.

328. At varying times, Neal J. Vanderpoel II organized, formed or performed services for the Corporate Defendants and Affiliated Companies.

329. Neal J. Vanderpoel II submitted applications to DORES on behalf of Defendants.

330. Neal J. Vanderpoel II opened bank accounts for the various entities and had signatory authority on bank accounts belonging to Mortgage Help, Financial Help, Financial Services For America, Financial Processing, Tri-State and Mortgage Help and Loan Audits. Neal J. Vanderpoel II made deposits, withdrawals, and payments from these accounts.

331. Since 2010, Neal J. Vanderpoel II has actively and routinely visited consumers in their homes to sell debt adjustment services under the guise of Mortgage Help, Financial Help, Financial Services For America, Financial Processing, Tri-State and Mortgage Help and Loan Audits.

332. At varying times, Neal J. Vanderpoel II went to consumers' homes and told consumers that he could "guarantee" that third party lenders would modify their mortgages; promised consumers that if he could not obtain a mortgage modification, then he would refund 100% of their money; and told consumers not to pay their mortgage while they were working with him because if they paid their mortgages they would not get a loan modification.

333. At varying times, Neal J. Vanderpoel II baited consumers with promises of mortgage modifications and switched them into contracts for mortgage loan audits after having established companies with stated purpose of mortgage loan audits.

334. Neal J. Vanderpoel II has represented to consumers that the price of loan services would be \$3,200 and, after making payments, consumers were charged additional fees for profit and loss statements.

335. Neal J. Vanderpoel II oversaw the operation of the offices, was responsible for the performance of services and the charging of excessive fees, and held himself out as “President” of, at a minimum, Financial Services For America.

336. Neal J. Vanderpoel II told consumers that his name was “Neal Van” and signed his name on documents and correspondence as “Neal Van,” even though his legal last name was Vanderpoel.

337. Neal J. Vanderpoel II’s misrepresentation of his name as “Neal Van” has led several consumers to file lawsuits against this fictitious persona, including Lisa Coulter & Paul Coulter III v. Neal Van a/k/a Jim Neal a/k/a Neal Vanderpoel & Financial Services For America, Cumberland County, DC-002950-17, Fred Trottie v. Neal Van & Financial Service of America and Neal Van, Burlington County, SC-001042-19, James A. Carpenter v. Financial Help for America, Maureen Lynch & Neal Van, Burlington County, SC-000648-15, and Philip Pagano v. Financial Services For America and Neil Van, Ocean County, DC-010090-19.

338. Neal J. Vanderpoel II executed cease and desist orders in the name of Mortgage Help with the states of Connecticut in 2013 and New Jersey in 2014, and then either continued in business or formed a new business entity to continue the same behavior.

339. Due to his prior criminal pleas, Neal J. Vanderpoel II would not be eligible for licensure as a debt adjuster and used various subterfuges to mislead and defraud consumers.

340. Neal J. Vanderpoel II directed, participated in, and/or benefited from the violations alleged in this Verified Complaint in his individual capacity and his conduct constitutes multiple violations of the CFA.

341. Neal J. Vanderpoel II has not respected the corporate form by commingling personal funds in several ways, and his conduct makes him personally liable for the violations of the CFA, the Advertising Regulations, and the Debt Adjustment Act committed by Financial Services For America, Financial Processing, Tri-State, and Mortgage Help and Loan Audits.

### **COUNT XV**

#### **VIOLATIONS OF THE CFA, THE ADVERTISING REGULATIONS AND DEBT ADJUSTMENT ACT BY EILEEN P. VANDERPOEL**

342. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

343. At all relevant times, Eileen P. Vanderpoel has been an owner, trustee, manager, secretary, treasurer, director, and/or representative of Financial Services For America and has controlled, directed and/or participated in the management and operation of the entity, including the conduct alleged in this Verified Complaint.

344. Eileen P. Vanderpoel has been a representative, manager, director and/or agent of Financial Processing, Tri-State, and Mortgage Help and Loan Audits, and has controlled, directed and/or participated in the management and operation of the entities, including the conduct alleged in this Verified Complaint.

345. Eileen P. Vanderpoel organizes and forms business organizations and submits applications to the government agencies, including the Department and the Internal Revenue Service.

346. Eileen P. Vanderpoel works in the office of Financial Services For America, Financial Processing, Tri-State, and Mortgage Help and Loan Audits.

347. In that role she interacts with consumers by telephone, processes checks, endorses checks and makes payments from the bank accounts. She oversees the operation of the offices of the companies, and is responsible for performance of services and for the charging of excessive fees.

348. Eileen P. Vanderpoel has signatory authority on the bank accounts for Financial Help and Financial Services For America.

349. Eileen P. Vanderpoel receives payments from Mortgage Help and Loan Audits, Financial Services For America, Financial Help, Financial Processing, and Tri-State.

350. Eileen P. Vanderpoel permits the assets of the nonprofit Financial Services For America to privately inure to her benefit and the benefit of her family.

351. Eileen P. Vanderpoel, directed, participated in, and/or benefited from the violations alleged in this Verified Complaint in her individual capacity and her conduct constitutes multiple violations of the CFA.

352. Eileen P. Vanderpoel has not respected the corporate form by commingling personal funds in several ways, and her conduct makes her personally liable for the violations of the CFA, the Advertising Regulations, and the Debt Adjustment Act committed by Financial Services For America, Financial Processing, Tri-State and Mortgage Help and Loan Audits.

**COUNT XVI**

**VIOLATIONS OF THE CFA, THE ADVERTISING  
REGULATIONS AND DEBT ADJUSTMENT ACT BY RYAN VANDERPOEL**

353. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

354. At all relevant times, Ryan Vanderpoel has been an owner, member, trustee, manager, director, and representative of Financial Services For America and has controlled, directed and/or participated in the management and operation of the entity, including the conduct alleged in this Verified Complaint.

355. Ryan Vanderpoel has been a representative, manager, director and or agent of Financial Processing, Tri-State, and Mortgage Help and Loan Audits and has controlled, directed and/or participated in the management and operation of the entities, including the conduct alleged in this Verified Complaint.

356. Ryan Vanderpoel helped to organize and form Financial Services For America; he submitted an application to the Department as part of Financial Services For America's debt adjuster license.

357. Ryan Vanderpoel works in the offices for Financial Services For America, Financial Processing, and Tri-State; he interacts with consumers by telephone, identifies potential consumers, oversees operations and is responsible for the charging of excessive fees.

358. At varying times, Ryan Vanderpoel goes into consumers' homes and sells them loan modification packages; tells consumers that he could "guarantee" that third party lenders would modify their mortgages; promises consumers that if he could not obtain a mortgage modification, then he would refund 100% of their money; and charges the consumers excessive fees.

359. Ryan Vanderpoel tells consumers that his name is “Ryan Van” and signs his name on documents and correspondence as “Ryan Van” even though his legal last name is Vanderpoel.

360. Ryan Vanderpoel receives payments and benefits from Mortgage Help Financial Services For America, Financial Processing, Financial Help, and Tri-State.

361. Ryan Vanderpoel is a trustee for Financial Services For America but permits the assets of the nonprofit to privately inure to his benefit and the benefit of his family.

362. Ryan Vanderpoel, directed, participated in, and/or benefited from the violations alleged in this Verified Complaint in his individual capacity and his conduct constitutes multiple violations of the CFA.

363. Ryan Vanderpoel has not respected the corporate form by commingling personal funds in several ways, and his conduct makes him personally liable for the violations of the CFA, the Advertising Regulations, and the Debt Adjustment Act committed by Financial Services For America, Financial Processing, Tri-State and Mortgage Help and Loan Audits.

### **COUNT XVII**

#### **VIOLATIONS OF THE CFA, THE ADVERTISING REGULATIONS AND DEBT ADJUSTMENT ACT BY NEAL J. VANDERPOEL IV**

364. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

365. At all relevant times, Neal J. Vanderpoel IV has been an owner, member, manager, director, of Financial Services For America and Tri-State Financial and has controlled, directed and/or participated in the management and operation of those entities, including the conduct alleged in this Verified Complaint.

366. Neal J. Vanderpoel IV has been a representative, manager, director and or agent of Financial Processing and Mortgage Help and Loan Audits and has controlled, directed and/or

participated in the management and operation of the entities, including the conduct alleged in this Verified Complaint.

367. Neal J. Vanderpoel IV formed Tri-State Financial Relief as a limited liability company in Pennsylvania and used his home address of 1 Oakland Drive, Magnolia, New Jersey as its business address.

368. Neal J. Vanderpoel IV never registered Tri-State to do business in New Jersey.

369. Neal J. Vanderpoel IV used Tri-State to provide unlicensed debt adjustment services in New Jersey.

370. Neal J. Vanderpoel IV opened bank accounts in the name of Tri-State and had signatory authority on the accounts.

371. Neal J. Vanderpoel IV organized and operated Tri-State as his own alter and has commingled his personal and financial affairs with Tri-State.

372. Neal J. Vanderpoel IV organized, formed and served as a Trustee for the nonprofit Financial Services For America.

373. Neal J. Vanderpoel IV submitted an application to the Department as part of Financial Services For America's debt adjuster license.

374. Neal J. Vanderpoel IV has conducted, managed, and controlled the affairs of Financial Services For America.

375. Neal J. Vanderpoel IV has intermingled his personal and financial affairs with Financial Services For America.

376. Neal J. Vanderpoel IV permitted the assets of the nonprofit Financial Services For America to privately inure to his benefit and the benefit of his family.

377. Neal J. Vanderpoel IV worked for Financial Services For America, Financial Processing and Tri-State, interacted with consumers by telephone, processed checks, endorsed checks and made payments from the bank accounts.

378. Neal J. Vanderpoel IV had signatory authority on bank accounts belonging to Financial Services For America and Tri-State and has made deposits, withdrawals, and payments from the accounts.

379. Neal J. Vanderpoel IV received payments and financial benefits from Mortgage Help, Financial Services For America, Financial Help, and Tri-State and has intermingled his personal and financial affairs with Financial Services For America and Tri-State.

380. Neal J. Vanderpoel IV directed, participated in, and/or benefited from the violations alleged in this Verified Complaint in his individual capacity and his conduct constitutes multiple violations of the CFA.

381. Neal J. Vanderpoel IV's conduct makes him personally liable for the violations of the CFA, the Advertising Regulations, and the Debt Adjustment Act committed by Financial Services For America, Financial Processing, Tri-State and Mortgage Help and Loan Audits.

### **COUNT XVIII**

#### **VIOLATION OF THE CFA BY FINANCIAL SERVICES FOR AMERICA FOR ITS (FAILURE TO COOPERATE WITH THE ATTORNEY GENERAL'S INVESTIGATION)**

382. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

383. The CFA, specifically N.J.S.A. 56:8-4, authorizes the Attorney General to issue subpoenas to any person in aid of any inquiry under the CFA.

384. On January 28, 2020, the Division personally served a subpoena dated January 27, 2020, which was returnable on February 18, 2020, on Financial Services For America.

385. Financial Services For America, through its attorney, provided a partial response to the subpoena in May and June 2020.

386. The Attorney General's office sent deficiency letters to the attorney, on July 10, 2020 and on August 3, 2020 regarding the insufficiency of the subpoena response.

387. Financial Services For America, has failed to fully and accurately respond to the Division's request for information, particularly by failing to provide accurate and complete documents in the response to the a subpoena.

388. Financial Services For America's failure to cooperate with the Division's investigation constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

#### **PRAYER FOR RELIEF**

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendants as follows:

- (a) Finding that the acts and omissions of Defendants constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 to -226, and the regulations promulgated thereunder, specifically the Advertising Regulations, N.J.A.C. 13:45A-9.1 to -9.8; the Debt Adjustment Act, N.J.S.A. 17:16G-1 to -9 and the regulation promulgated thereunder; and the Nonprofit Corporation Act, N.J.S.A. 15A:1-1 to -16.2;
- (b) Temporarily, preliminarily and permanently enjoining and restraining Defendants from offering for sale and/or advertising any loan modification services, debt adjustment services, mortgage compliance analysis report product/service, and/or forensic audit service/product, whether through their Internet websites, or through any other Internet websites, social media accounts, direct mailings, publications (e.g., newspapers, magazines, circulars), unsolicited telephone calls and/or door-to-door solicitations as authorized by the CFA, N.J.S.A. 56:8-8;
- (c) Temporarily, preliminarily, and permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, from engaging in, continuing to engage in, or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 to -226, and the regulations promulgated thereunder, specifically the Advertising Regulations, N.J.A.C. 13:45A-9.1 to - 9.8, or

the Debt Adjustment Act, N.J.S.A. 17:16G-1 to - 9, and the regulations promulgated thereunder, including, but not limited to, the acts and practices alleged in this Verified Complaint, as authorized by the CFA N.J.S.A. 56:8-8 and Debt Adjustment Act, N.J.S.A. 17:16G-8, and the activity that is the subject of Plaintiffs' request for temporary and preliminary injunctive relief, as set forth in the previously submitted Order to Show Cause with Temporary Restraints Pursuant to Rule 4:52;

- (d) Permanently enjoining Defendants from owning, operating or otherwise managing any business organization in New Jersey and from serving as an officer, director, trustee, member of any executive board or similar governing body, principal, manager, stockbroker owning 10 percent or more of the aggregate outstanding capital stock of all classes of any corporation doing business inside of New Jersey as authorized by the CFA, N.J.S.A. 56:8-8;
- (e) Temporarily, preliminarily and permanently enjoining Defendants from using fictitious names or conducting business under unregistered assumed names in violation of N.J.S.A. 56:1-2, the CFA, N.J.S.A. 56:8-2 and the Nonprofit Corporation Act, N.J.S.A. 15A:2-3a;
- (f) Vacating and annulling Defendants' corporate charters and the certificates of formation for any limited liability company created by New Jersey laws, *nunc pro tunc*, to the day of formation as authorized by the CFA, N.J.S.A. 56:8-8 and the Nonprofit Corporation Act, N.J.S.A. 15A:12-11;
- (g) Revoking any certificate of authority to do business in this State of a foreign corporation or limited liability company and revoking any other licenses, permits or certificates issued pursuant to law to such person whenever such management, ownership, activity, charter, authority license, permit or certificate have been or may be used to further such unlawful practices as authorized by the CFA, N.J.S.A. 56:8-8;
- (h) Temporarily, preliminarily and permanently freezing all assets of Defendants, preventing Defendants from engaging in any act of disposition of those assets, avoiding transfers between Defendants, and permitting an attachment against all transferred assets, as is necessary to restore to any person in interest any moneys or property which may have been acquired by means of any practice declared to be unlawful, in accordance with N.J.S.A. 56:8-8;
- (i) Appointing a receiver as authorized by the CFA, N.J.S.A. 56:8-8 and 56:8-9, and the Nonprofit Corporation Act, N.J.S.A. 15A:14-2, at Defendants' expense, to assume control over the assets of Defendants, to render a full accounting, and to sell and/or convey such assets under the direction of the Court so as to make restitution to any person who has suffered damages,

whether named in this Verified Complaint or not, and to pay all penalties, costs, and attorneys fees as a result of the unlawful acts of Defendants;

- (j) Ordering Defendants to disgorge all funds and property (real and personal) acquired and/or retained as a result of any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 to -226, and the Debt Adjustment Act, N.J.S.A. 17:16G-1 to -9;
- (k) Directing Defendants, jointly and severally, to restore to any affected person, whether or not named in this Verified Complaint, any money or real or personal property acquired by means of any practice alleged herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8, and the Debt Adjustment Act, N.J.S.A. 17:16G-1 to -9;
- (l) Directing Defendants, jointly and severally, to pay the maximum statutory civil penalties for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13, and each and every violation of the Debt Adjustment Act, in accordance with N.J.S.A. 17:16G-8;
- (m) Assessing enhanced penalties for each violation which caused a victim pecuniary injury when Defendants knew or should have known that the victim was a senior citizens over the age of sixty or was a person with a disability as authorized by the CFA, N.J.S.A. 56:8-14.3(a);
- (n) Directing Defendants, jointly and severally, to pay costs, attorneys' fees, and filing fees, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56: 8-11 and N.J.S.A. 56:8-19;
- (o) Ordering the discharge to the Commissioner of the full amount of Financial Services For America's bond under the Debt Adjustment Act, N.J.S.A. 17:16G-5, and the regulations promulgated thereunder, N.J.A.C. 3:25-2.4; and
- (q) Granting such other relief as the interests of justice may require.

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY  
Attorneys for Plaintiffs

By:   
\_\_\_\_\_  
Donna J. Dorgan  
Deputy Attorney General  
Consumer Fraud Prosecution Section  
Garen Gazaryan  
Deputy Attorney General  
Department of Banking & Insurance Section

Dated: December 30, 2020  
Newark, New Jersey

**RULE 4:5-1 CERTIFICATION**

I certify, in accordance with R. 4:5-1, that I am not aware of any other civil proceedings either pending or contemplated with respect to the matter in controversy herein, and that there are no other parties who should be joined in this action.

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:   
\_\_\_\_\_  
Donna J. Dorgan  
Deputy Attorney General  
Consumer Fraud Prosecution Section  
Garen Gazaryan  
Deputy Attorney General  
Department of Banking & Insurance Section

Dated: December 30, 2020  
Newark, New Jersey

**RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future, in accordance with R. 1:38-7(b).

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: \_\_\_\_\_



Donna J. Dorgan  
Deputy Attorney General  
Consumer Fraud Prosecution Section  
Garen Gazaryan  
Deputy Attorney General  
Department of Banking & Insurance Section

Dated: December 30, 2020  
Newark, New Jersey

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Deputy Attorneys General Garen Gazaryan and Donna J. Dorgan are hereby designated as trial counsel on behalf of Plaintiffs in this action.

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By:



Donna J. Dorgan  
Deputy Attorney General  
Consumer Fraud Prosecution Section  
Garen Gazaryan  
Deputy Attorney General  
Department of Banking & Insurance Section

Dated: December 30, 2020  
Newark, New Jersey

**VERIFICATION**

I, Loretta Creggett, of full age, hereby certifies as follows:

1. I am an Investigator with the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“OCP”).
2. I have read the foregoing complaint and on my own personal knowledge and review of documents in possession of OCP, including the attached certifications, I know that the facts set forth herein are true and they are incorporated in this certification by reference, except for those alleged upon information and belief.
3. I certify that the above statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



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LORETTA CREGGETT

Dated: December 21, 2020  
Newark, New Jersey

**VERIFICATION**

I, Troy Dayton, of full age, hereby certifies as follows:

1. I am an Investigator with the New Jersey Department of Banking and Insurance, Office of Consumer Finance ("OCF").

2. I have read the foregoing complaint and on my own personal knowledge and review of documents in possession of the OCF, including the attached certifications, I know that the facts set forth herein are true and they are incorporated in this certification by reference, except for those alleged upon information and belief.

3. I certify that the above statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: December 21, 2020  
Trenton, New Jersey

  
TROY DAYTON